

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, JUNE 16, 2026**

Closed Session 4:15 p.m.
Town Hall Conference Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Regular Meeting 5:00 p.m.
Yucca Valley Community Center - Yucca Room
57090 Twentynine Palms Hwy
Yucca Valley, Ca 92284

Join Zoom Meeting

<https://zoom.us/j/99456173704?pwd=WLFeeZ4kihDjpr2bGJtV61pDk1xcRx.1>

Meeting ID: 994 5617 3704

Passcode: 319606

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
www.yucca-valley.org

AGENDA
MEETING OF THE TOWN COUNCIL
TUESDAY, JUNE 16, 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 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:

Closed Session

1. The Town Council will meet in closed session pursuant to the provisions of Government Code Section 54957(b) regarding a public employee performance evaluation.
Job Title: Town Attorney

Call to Order

Roll Call

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

Pledge of Allegiance

Invocation

Invocation led by Pastor Bill Wilcox from Hosanna Hope.

Presentations, Introductions, Recognitions

Approval of Agenda

2. 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.

3. Minutes

Recommendation:

Approve the meeting minutes of Tuesday, June 2, 2026 as presented.

4. Resolution No. 26-XX; Ratification of County Fire Code; State of California Health and Safety Code Section 13869.7

Recommendation:

That the Town Council adopts the Resolution, ratifying the County of San Bernardino Fire Protection District, Ordinance No. FPD 26-02, and directs the Town Clerk to transmit the Resolution to San Bernardino County.

5. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009
Consultant Services Additional Funds

Recommendation:

That the Town Council approve the contract amendments:

1. Approves an increase in the amount of \$65,000.00/month until project completion to SAFEWORKCM;
2. Approves an increase in the amount of \$9,000.00/month until project completion to Dahlin Architectural; and
3. Approves an increase in the amount of \$40,000.00/month until project completion to HMC Architects.
4. Approves Items #1 through #3 above through project completion or through January 31, 2027, which ever occurs first.

6. AB1234 Reporting Requirements

Recommendation:

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

7. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$292,424.62 dated May 08, 2026, and \$362,008.95 dated May 22, 2026. Ratify the Warrant Registers totaling \$3,575,720.64 for the period of May 1, 2026, through May 31, 2026.

8. Fleet Vehicle Purchase Confirmation

Recommendation:

Receive and file the confirmation of the Fleet Vehicle Purchase

9. Approval of Real Property Donation Agreement for APN 0595-171-04 – San Bernardino County Fire Station 41

Recommendation:

That the Town Council:

1. Approve the Real Property Donation Agreement between the Town of Yucca Valley (“Donor”) and the San Bernardino County Fire Protection District (“Donee”) for the conveyance of APN 0595-171-04 (Fire Station 41 site); and
 2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the conveyance and related escrow and recording actions, and to make non-substantive revisions as necessary.
10. Ordinance 334 - Second Reading- Adopting Specific Plan 01-04, Amendment #2, To the Yucca Valley Retail Center Specific Plan

Recommendation:

That the Town Council adopts Ordinance 334 entitled:

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, ADOPTING SPECIFIC PLAN 01-04, AMENDMENT #2, TO THE YUCCA
VALLEY RETAIL CENTER SPECIFIC PLAN**

Department Reports

11. Approval of Lease Agreement with Yucca Valley BMX for Operation of the Town BMX Facility

Recommendation:

That the Town Council:

1. Approves the Lease Agreement between the Town of Yucca Valley and Yucca Valley BMX, operating under the fiscal sponsorship of Basin Wide Foundation, for operation and management of the Town BMX Facility; and
2. Authorizes the Town Manager to execute the Lease Agreement and any minor non-substantive revisions approved by the Town Attorney.

12. Professional Services Agreement with Morongo Basin Humane Society

Recommendation:

That the Town Council:

1. Approve a Professional Services Agreement with the Morongo Basin Humane Society (MBHS) for animal transfer, rehabilitation, and rehoming services for the period of July 1, 2026, through June 30, 2028.; and
2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the agreement and to make non-substantive revisions as necessary.

13. Resolution No. 26-XX: Town of Yucca Valley, FY 2026-2027, SB 1, Road Maintenance and Rehabilitation Account (RMRA): Approval of the project list; Authorization to Submit the Town’s Project List to the California Transportation Commission.

Recommendation:

That the Town Council adopt Resolution 2026-XX, approving the allocation of the Town's Fiscal Year 2026-2027 SB 1, Road Maintenance and Rehabilitation Account (RMRA) funds, estimated at the amount of \$619,757.00 approving the associated project list for expenditure of RMRA funds as the Town's project for fiscal year 2026-2027, and direct staff to publish and transmit the approved project list to the California Transportation Commission and any other required state agencies in accordance with the legislative requirements.

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, July 7, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

Town of Yucca Valley
Town Council Meeting Minutes
June 2, 2026

Call to Order

Mayor Abel called the meeting to order at 5:03 PM.

Roll Call

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

Absent:

Pledge of Allegiance

Pledge of Allegiance led by six-year-old Gavin, a local resident whose artwork is displayed at the Hi-Desert Nature Museum.

Invocation

Invocation led by Anne Fernandez from the Yucca Valley Center of Spiritual Living.

Presentations, Introductions, Recognitions

1. Introduction of New Employees

Public Works Director Alex Qishta introduced Brenda Northup. Ms. Northup thanked the Town Council and staff and expressed her enthusiasm for serving in her role and contributing to the team.

Deputy Town Manager Stueckle introduced new animal shelter staff members Sierra Crippen, Daren Bradstock, and Wesley McDavis. Each provided brief remarks thanking the Town Council and staff for the opportunity to serve.

Approval of Agenda

2. Agenda Approval

Motion:

Approve the agenda as amended to move the Youth Commission item before Public Hearings and to hold the Public Hearing for the Walmart Fuel Station item No. 24 at or after 6:00 p.m., as publicly noticed.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Mayor Pro Tem Jim Schooler

Second: Council Member Robert Lombardo

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Consent Agenda

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

3. Minutes

Motion:

Approve the meeting minutes of Tuesday, May 5, 2026 as presented.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

4. Approve Second Amendment for Vector Control Services Contract

Motion:

Approve the Town Manager to sign the Second Amendment to the Contract with the County of San Bernardino Department of Public Health for the purposes of providing vector control services within the Town of Yucca Valley and make any non-substantial changes.

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

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: None

5. First Amendment to the Contract for Southwest Networks, Inc.

Motion:

1. Approve the First Amendment to the contract with Southwest Networks, Inc. for IT managed services, extending the contract term through June 30, 2028;
2. Increase the not-to-exceed amount to \$180,500 for FY 26/27 and \$190,500 for FY 27/28;
3. Add a second option to renew for another 24-month period at the end of the new contract term;
4. Authorize the Town Manager to sign all related documents in a form approved by the Town Attorney and make any non-substantive changes.

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

Mover: Council Member Rick Denison

Seconders: Mayor Pro Tem Jim Schooler
Ayes: None

6. Audit Contract Amendment No. 4 and Award

Motion:

1. Amend the Agreement with Rogers, Anderson, Malody & Scott, LLP, extending the agreement for an additional three year period commencing with fiscal year 2026-27 for a total contract amount not to exceed \$176,575 as indicated in Exhibit
2. Authorize the Town Manager and Town Attorney to sign all necessary contract documents.
3. Authorize the Town Manager, Deputy Town Manager, and/or Finance Manager to sign the engagement letters annually for the term of the contract.

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

7. AB1234 Reporting Requirements

Motion:

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

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

8. Ratification of Warrant Registers

Motion:

Ratify the Payroll Registers totaling \$334,197.69 dated April 10, 2026, and \$305,831.27 dated April 24, 2026. Ratify the Warrant Registers totaling \$3,404,664.94 for the period of April 1, 2026, through April 30, 2026.

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

9. Town/County Waste Disposal Agreement (WDA) Amendment #9

Motion:

Approve the Ninth Amendment to the Waste Disposal Agreement between the Town of Yucca Valley and the County of San Bernardino dated May 5, 1998.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

10. Spending Limitation for Fiscal Year 2026-27

Motion:

Adopt Resolution No. 26-18 establishing the spending limitation for fiscal year 2026-27.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

11. Authorization to Purchase a Fleet Vehicle

Motion:

1. Waive the competitive bidding requirements (found in section 3.12.050 of the Town Code) because adherence to the procedures would be inefficient, impractical, and unnecessary (as stated in section 3.12.060, (G)) and authorize the Town Manager or designee to execute a purchase agreement for a new 2026 Ford Truck in an amount not to exceed \$60,000
2. Approve a Budget Amendment in the amount of \$150,000 from Capital Project Reserve Fund 800 to assign funds for the vehicle fleet reserves from unassigned capital project reserve funds as identified in Exhibit A.
3. Approve the purchase of the vehicle from Tim Moran Ford, or Ken Grody Ford, or Diamond Ford, based upon availability and as outlined in the staff report; or
4. If those vehicles are unavailable, authorize the purchase from any dealer who can provide the vehicle to meet the Town's timing needs, and direct staff to return to the Town Council with a final action report following the purchase.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler
Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

12. Resolution No. 26-XX - Authorization of the Levy of A Special Service Tax Upon Real Property Within Community Facilities District (CFD) No. 11-1; Improvement Areas # 1, 2, 3, 4, 5, 6, 7, and 8

Motion:

Adopt Resolution 26-12 authorizing the annual levy of special taxes for Community Facility District No. 11-1, Improvement Areas #1, #2, #3, #4, #5, #6, #7 and #8 for Fiscal Year 2026-2027.

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

13. Town Project No. 8061 – Senior Center Roof Replacement Project – Notice of Completion

Motion:

Accept the Senior Center Roof Replacement Project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, directs staff to retain the Labor and Material Bond for six (6) months for Project No. 8061.

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

14. Amendment 1 to Agreement with Valley Pipeline Inc., for Emergency Street Debris Cleanup/Removal July 20, 2023

Motion:

Approve Amendment 1 to the 2023 agreement with Valley Pipeline Inc., for a three (3) year extension (from July 1, 2026, through June 30, 2029) of emergency street debris cleanup and/or removal services for the additional amount of \$90,000.00 and authorize the Town Manager to sign the amendment.

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

15. On-Call Concrete Repair and Maintenance Services - Authorization to release a Request For Proposal

Motion:

Authorize the release of an RFP for On-Call Concrete Repair and Maintenance services.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

16. Hi-Desert Nature Museum Re-Plumbing Project – Town Project No. 8067

Motion:

1. Amend the FY 25/26 Budget to allocate \$60,000.00 from the Special Revenue Fund Measure Y Fund 801 for the Hi-Desert Nature Museum Re-Plumbing Project, Town Project No. 8067.
2. Waive formal bidding procedures pursuant to Town purchasing policies and approve the informal bid specification for the Hi-Desert Nature Museum Re-Plumbing Project, Town Project No. 8067.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

17. Adoption of Resolution Updating the Town Master Fee Schedule and Implementing Phase II Fee Adjustments Effective July 1, 2026

Motion:

1. Adopt the attached Resolution No. 26-13 updating the Town's Master Fee Schedule;
2. Approve implementation of Phase II of the previously adopted Master Fee Schedule effective July 1, 2026; and
3. Authorize a Consumer Price Index (CPI) adjustment of 5.5% to applicable fees to maintain cost recovery and account for inflationary impacts on service delivery.

Result: Passed (Yes 5, No 0, Abstained 0)

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

18. FY 2026-27 Public Safety Contract Amendment

Motion:

Approve an amendment for fiscal year 2026-27 to the contract with the San Bernardino County Sheriff's Department in the amount of \$7,435,821 and authorize the Town Manager or Mayor to sign on behalf of the Town.

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

19. FY 2026-28 General Fund Community Contracts

Motion:

1. Approve the proposed agreement and scope of services for the Town's Chamber of Commerce contract services for FY 2026-28 and authorize the Town Manager or Mayor to execute the agreement on behalf of the Town, including funding in an amount not to exceed \$60,000 for the two-year term.
2. Approve Amendment No. 7 to the Agreement between the Town and Desert Regional Tourism Agency (DRTA) for tourism marketing services, including a funding allocation totaling \$400,000 for the two-year term, and authorize the Mayor or Town Manager to execute the amendment.

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

20. Budget Report for the Quarter Ending March 31, 2026

Motion:

Receive and file the Budget Report for the third quarter ended March 31, 2026

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

21. Calling of November 2026 General Election

Motion:

Adopt Resolution No. 26-14 calling and giving notice of a General Municipal Election on November 3, 2026, for the election of certain officers for District 1, District 3, and District 5.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Public Hearings

22. Annual Street & Drainage and Landscape & Lighting Assessment Districts, Ordering the Levy and Collection of Assessments for Fiscal Year 2026-2027.

Mayor Abel opened the Public Hearing for the Annual Street & Drainage and Landscape & Lighting Assessment Districts, Ordering the Levy and Collection of Assessments for Fiscal Year 2026-2027.

Public Works Director Qishta introduced a representative from Webb Municipal Finance, who provided a presentation to the Town Council.

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

Motion:

Adopt Resolution 26-15 and 26-16, approving and confirming the assessment diagrams and confirming the assessments as set forth in the Engineer's reports for Landscaping & Lighting Maintenance Districts and Street & Drainage Maintenance Districts within the existing Districts for the 2026-2027 tax year and authorizes the levy of assessments upon real property as identified in the Engineer's Reports.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

23. Public Hearing In Connection With The Placement Of Fiscal Year 2026-2027 Solid Waste Handling Service Charges On The Property Tax Roll

Mayor Abel opened Public Hearing in Connection With The Placement Of Fiscal Year 2026-2027 Solid Waste Handling Service Charges On The Property Tax Roll.

Senior Management Analyst Rice provided a presentation to the Council.

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

Motion:

1. Hold a public hearing,
2. Review the report prepared by the Town Manager, and
3. Adopt a Resolution 26-17 authorizing the placement of fiscal year 2026-2027 solid waste handling service charges on the property tax roll.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Pro Tem Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

- 24. Environmental Assessment, EA 02-25; Specific Plan 01-04 Amendment #2, Conditional Use Permit, CUP 01-25, Resolution No. 26-XX, Ordinance No. XX, Walmart Fuel Station. A request to amend the existing Specific Plan to allow for the construction and operation of a fuel station with six (6) fueling pumps, twelve (12) fuel dispensers, a 4,950 square foot fuel station canopy, and a 1,556 square foot convenience store. The project site is located at 58501 Twentynine Palms Highway and is also identified as APN: 0601-201-54.**

Mayor Abel opened the public hearing at 6:09 p.m.

Senior Planner Jerome presented the staff report.

Deputy Town Manager Stueckle noted that the item had been previously reviewed by the Planning Commission and that staff's recommendations would be considered separately by the Town Council.

Mayor Abel opened public comment.

The following individuals addressed the Town Council regarding the project:

- Dean Arvidson, Yucca Valley, regarding lighting.
- Deb Douglas, Joshua Tree, regarding dark sky preservation, lighting standards, and shielding requirements.

- Susan Walls, Yucca Valley, regarding environmental review, lighting impacts, and the use of the prior Environmental Impact Report.

Town Clerk Dudra reported that written correspondence had been received from Donald Nordine prior to the meeting and distributed to the Town Council. A copy was made available at the Clerk's table.

In response to Council questions and public comments, staff provided information regarding lighting and shielding requirements, environmental review compliance, project permitting requirements, traffic circulation, site topography, and potential impacts to migratory birds.

Council discussion included lighting standards, dark sky preservation, traffic impacts, project visibility, construction duration, and wildlife considerations.

Mayor Abel closed the public hearing.

Motion:

Environmental Assessment 02-25:

Approve of EA 02-25, and adopts the resolution, for Addendum #1 to the previously adopted Environmental Impact Report.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Council Member Robert Lombardo

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Motion:

Conditional Use Permit 01-25:

That the Town Council approves CUP 01-25, a request to construct and operate a six (6) pump gasoline station, twelve (12) fuel dispensers, 4,950 square foot fuel station canopy, and a 1,556 square foot convenience store.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Jim Schooler

Second: Council Member Rick Denison

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Motion:

Ordinance No. 334, Specific Plan 01-04, Amendment #2:

That the Town Council introduces Ordinance No. 334, Specific Plan 01-04 Amendment #2 to the Yucca Valley Retail Specific Plan, a request to amend the adopted Specific

Plan by Ordinance, to allow a gasoline station as an approved land use and to allow for additional signage for the gasoline station and convenience store.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Council Member Jim Schooler

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Department Reports

25. 2025-26 Youth Commission End-of-Term Report

Youth Commission Chair Acasia Smith and Vice Chair George Wingerter presented the Youth Commission End-of-Term Report.

Chair Smith thanked the Town Council for its support during the commission's term.

Mayor Abel opened public comment. There being no requests to speak, public comment was closed.

The Town Council presented certificates of recognition to the Youth Commissioners.

No action was taken by the Town Council.

26. Town of Yucca Valley Summer Music Festival & Independence Day Celebration

Recreation Supervisor Rardon provided the Town Council with an update on the Summer Music Festival and Independence Day Celebration.

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

Council Members expressed appreciation for staff's planning efforts and the event presentation. Comments included appreciation for the partnership with the school district, recognition of participating musical acts, support for maintaining the event venue, and thanks to staff for their work in organizing the events.

No action was taken by the Town Council.

27. Active Transportation Program (ATP) Cycle 8 Call-For-Projects

Public Works Director Qishta presented the staff report regarding the Active Transportation Program (ATP) Cycle 8 Call-for-Projects.

Mayor Abel opened public comments.

Eric Linnert, representing Basin Bike Path, spoke in support of the proposed project and highlighted community bicycling activity along Sunnyslope Drive, noting existing roadway width and potential suitability for bicycle facilities.

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

Council discussion followed regarding bicycle and pedestrian improvements, including clarification of the ATP grant program, its relationship to Safe Routes to School, and potential funding opportunities such as Measure Y. Council Members expressed support for expanding pedestrian and bicycle infrastructure and improving safety along local roadways, including Sunnyslope Drive and areas near schools.

Motion:

Authorize the submittal of the California Active Transportation Program (ATP) Cycle 8 grant applications for the design and construction of curb, gutter, sidewalk, and ADA curb ramp improvements near Yucca Elementary School, Yucca Valley High School, Onaga Elementary School, La Contenta Middle School and along Barron Drive.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

28.

FY2026-28 Proposed Budget Adoption Resolution No. 26-XX and Personnel Resolution No. 26-XX

Finance Manager Gumbish presented the FY 2026–2028 Proposed Budget Adoption and Personnel item.

Mayor Abel opened public comment.

Pauline Pisano expressed concern that the public had not had adequate time to review the budget and referenced a petition requesting the discontinuation of the

Flock program.

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

Town Manager Yakimow noted the budget had been presented through multiple opportunities for public review and input.

Council discussion followed regarding the proposed budget, including questions on surplus availability, future revenue projections, use of reserve funds, long-term financial forecasting, and potential revenue enhancements related to upcoming facilities. Finance staff provided clarification regarding conservative revenue assumptions, expenditure controls, reserve fund balances, and the five-year forecast.

Council Members expressed appreciation for the budget presentation and staff's work. Additional comments included support for increased funding to the animal shelter and the addition of new personnel.

Motion:

1. Adopt Resolution No. 26-20 approving the fiscal years 2026-28 proposed budget and designating those officials authorized to make requisitions for encumbrances against appropriations.
2. Adopt Resolution No. 26-21 approving the fiscal year 2026-28 salary grid, authorized position list and related appropriations for fiscal years 2026-28.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Council Member Rick Denison

Second: Mayor Merl Abel

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

29. Adoption of Policy for Disruption of Telephonic or Internet Service During Public Meetings (SB 707 Compliance)

Town Clerk Dudra provided a presentation regarding the Adoption of a Policy for Disruption of Telephonic or Internet Service During Public Meetings, in compliance with SB 707.

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

Mayor Abel commented on the importance of maintaining public participation and

noted the Town's continued use of online participation tools for public meetings.

Motion:

Adopt Resolution No. 26-22 approving the Town of Yucca Valley Policy for Disruption of Telephonic or Internet Service During Public Meetings in compliance with Senate Bill 707 and Government Code section 54953.4.

Result: Passed (Yes 5, No 0, Abstained 0)

Mover: Mayor Merl Abel

Second: Council Member Robert Lombardo

Ayes: Merl Abel, Jeff Drozd, Rick Denison, Jim Schooler, Robert Lombardo

Future Agenda Items

Mayor Pro Tem Schooler requested that a full report from shelter staff be brought to a future Town Council meeting, noting that the Shelter Committee had met and that this would serve as a one-year update, including review of prior recommended actions. The next committee meeting is scheduled for June.

Council Member Schooler reported on the May 21st committee meeting and participation in the monthly shelter update, noting positive staff performance, effective use of local media, and strong April shelter statistics.

It was also noted that the Night Sky item will proceed to the Planning Commission for review.

Public Comments

Mayor Abel opened public comment.

Town Clerk Dudra reported that written correspondence was received from Margaret Stachan prior to the meeting, which was distributed to the Town Council and made available at the Clerk's table.

Bonnie Hawthorn expressed concerns regarding the adequacy of environmental review and traffic analysis, and potential traffic and lighting impacts associated with the proposed project.

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

Staff Reports and Comments

Captain Scovel provided remarks in remembrance of Sergeant Vaca in recognition of the five-

year memorial.

Community Services Manager Earnest provided an update on June activities and programs from the Museum, Aquatics & Recreation, and Senior Center.

Town Manager Yakimow noted the busy seasonal workload, including contract renewals, and commented on recent facility improvements, including the Desert Willow Center renovation, pickleball courts, and the Aquatics Center.

Mayor and Council Member Reports and Comments

Council Members Denison, Drozd, Lombardo, and Schooler expressed appreciation to staff and welcomed new employees. Council Members also recognized the Youth Commission, noting its continued growth and value to the community, and thanked the Twenty-Nine Palms Band of Mission Indians for their community support.

Mayor Abel extended birthday wishes to Council Members Denison and Schooler and commented on ongoing recreation priorities, including expansion of pickleball, hiking, biking, and night sky preservation, emphasizing the importance of the Town's natural environment and community connectivity.

Announcements

Mayor Abel noted that public safety remains a top priority. The meeting was closed at 7:27 p.m., with Mayor Abel taking a moment to speak in remembrance and honor of Sergeant Vaca.

Department Reports

Public Hearings

Department Reports

Respectfully Submitted,

Brooke Dudra
Town Clerk

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



To: Town Council

From: Shane Stueckle, Deputy Town Manager, Paul Osterman, Building Official

Date: May 21, 2026

Meeting Date: June 16, 2026

Subject: Resolution No. 26-XX; Ratification of County Fire Code; State of California Health and Safety Code Section 13869.7

Recommendation:

That the Town Council adopts the Resolution, ratifying the County of San Bernardino Fire Protection District, Ordinance No. FPD 26-02, and directs the Town Clerk to transmit the Resolution to San Bernardino County.

Prior Review:

There has no been no prior review of this matter.

Discussion:

State law requires cities ratify County fire ordinances when that county fire department provides fire services within the city's boundaries.

The County Fire Department commonly updates the County fire codes in conjunction with updated State building codes, which occur on a three-year cycle.

For single-family residential buildings and commercial buildings, the County ordinance does not impose new requirements beyond those adopted in the 2025 California Building Code (Title 24).

Alternatives

Staff recommends no alternative action. Ratification is required by State law.

Fiscal Impact:

None.

Attachments

1. Resolution No. 26-XX County Fire Code Ratification
2. Summary of Ordinance No. FPD 26-02

3. SBC ORDINANCE NO FPD 26-02
4. HSC_13869.7.

RESOLUTION NO. 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, RATIFYING SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT ORDINANCE NO. FPD 26-02 REGARDING FIRE PROTECTION STANDARDS.

WHEREAS, San Bernardino County Fire Protection District provides fire protection services with the Town of Yucca Valley boundaries; and

WHEREAS, from time to time, the County of San Bernardino Fire Protection District updates regulations and standards of construction for fire protection purposes; and

WHEREAS, the San Bernardino County Fire Protection District adopted San Bernardino County Fire Protection District Ordinance No. FPD 26-02, adopting construction standards for fire protection purposes; and

WHEREAS, California Health and Safety Code Section 13869.7 requires that the Town ratify the County's Ordinance No. FPD 26-02.

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA RESOLVES AS FOLLOWS.

SECTION 1: The Town Council ratifies San Bernardino County Fire Protection District Ordinance No. FPD 23-01.

APPROVED AND ADOPTED THIS 16th day of June, 2026.

MAYOR

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

BOARD OF DIRECTORS
SAN BERNARDINO COUNTY

SUMMARY OF ORDINANCE NO. FPD 26-02

Notice is hereby given that at 10:00 A.M. on Tuesday, May 20, 2026, at its regularly scheduled meeting, the San Bernardino County Board of Directors adopted Ordinance No. FPD 26-02, which adopts the San Bernardino County Fire Protection District Fire Code.

Ordinance Summary

Ordinance No. FPD 26-02:

- Repeals Ordinance No. FPD 23-01; and
- Adopts the San Bernardino County Fire Protection District Fire Code, which adopts by reference the 2025 Edition of the California Fire Code, along with certain changes, modifications, amendments, additions, deletions, and exceptions to the 2025 Edition of the California Fire Code, relating to fire regulations; and the 2025 Edition of the California Wildland-Urban Interface Code.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Directors at 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California.

Voting on the ordinance was as follows:

AYES: Directors: Col. Paul Cook (Ret.), Jesse Armendarez,
Dawn Rowe, Curt Hagman, Joe Baca, Jr.

NOES: Directors: None

ABSENT: Director(s): None

BOARD OF DIRECTORS OF
SAN BERNARDINO COUNTY

DAWN ROWE, Chair
Board of Directors

ATTEST:

LYNNA MONELL
Clerk of the Board of Directors

ORDINANCE NO. FPD 26-02

An ordinance of the Board of Directors of the San Bernardino County Fire Protection District, State of California, to repeal San Bernardino County Fire Protection District Ordinance No. FPD 23-01 and to adopt: the San Bernardino County Fire Protection District Fire Code, which adopts by reference the 2025 Edition of the California Fire Code, along with certain changes, modifications, amendments, additions, deletions, and exceptions, relating to fire regulations, and the 2025 Edition of the California Wildland-Urban Interface Code.

The Board of Directors of the San Bernardino County Fire Protection District, State of California, ordains as follows:

SECTION 1. Ordinance No. FPD 23-01 is repealed.

SECTION 2. This ordinance is hereby adopted as the San Bernardino County Fire Protection District Fire Code, to read:

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
FIRE CODE**

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I. Findings, Adoption, and Applicability.

A. The Board of Directors of the San Bernardino County Fire Protection District hereby finds as follows:

1. The California Fire Code, 2025 Edition, adopts and amends portions of the 2024 International Fire Code, which International Code is nationally recognized compilations of proposed rules, regulations, and standards of the International Code Council, Inc.

2. That said California Fire Code, which includes the portions of the International Fire Code that have been adopted and amended by the State of California, has been printed and published as a code in book form within the meaning of Section 50022.2 et seq. of the California Government Code.

3. That California Health and Safety Code section 13869 et seq. provides, in pertinent part, that a Fire Protection District may make such changes or modifications to the provisions published in the California Building Standards Code and other regulations adopted pursuant to Section 17922 as it determines are reasonably necessary because of local climatic, geological and topographical conditions.

4. That the additional requirements and standards established herein are needed to properly protect the health, safety, and welfare of the existing and future residents, workers and visitors of the San Bernardino County Fire Protection District. Said additional requirements and standards are reasonably necessary because of local climatic, geological, and topographical conditions described herein. The finding in this subsection (4) is based upon the express findings and determinations on the proposed amendments to the Code identified herein.

5. Local Climatic Conditions.

(A) The District is subject to extremely strong winds, commonly

known as "Santa Ana Winds" which can reach speeds in excess of 90 miles per hour. Extensive damage frequently accompanies these winds, such as blowing sand and debris, downed power lines, fallen trees, overturned vehicles and structural damage to buildings. These conditions result in increased demand for fire services, blocked or delayed emergency vehicle access and impaired water supplies and building emergency systems.

(B) During the summer months, the Santa Ana Winds produce periods of extremely low humidity, thereby reducing the fuels moisture and increasing the possibility and severity of fire from dry vegetation and other common combustibles.

(C) During the summer months, much of the District experiences prolonged periods of temperatures in excess of 100°F. When coupled with sustained severe Santa Ana Winds, an increase in the threat from rapidly moving wildfires exists.

(D) During the winter months, heavy rains routinely cause damage to roadways rendering them completely impassible, or with limited access, sometimes for extended periods.

(E) During winter months, heavy snow and ice conditions exist in the mountain areas resulting in increased demand for fire services and limiting or delaying emergency vehicle access. In some cases, emergency vehicle access roads are completely impassible, or have limited access, sometimes for extended periods.

6. Local Geological Conditions.

(A) The District is subject to moderately strong to severe shaking and surface ruptures resulting from numerous known earthquake faults located throughout the District. These local earthquake faults have the potential to cause severe personal and property damage, utility interruptions, fire hazards and hazardous materials releases. Additionally, significant roadway, bridge structure, water supply and communications systems are subject to failure, thereby causing a detriment to emergency services response.

(B) Unstable slopes in several areas throughout the District have

1 experienced soil movement as a result of heavy or soaking rains, resulting in damage to
2 roadways, structures and utilities.

3 (C) Some desert areas of the District have limited aquifers,
4 exceptionally deep aquifers or aquifers providing only brackish or contaminated water
5 supplies. This limits, or in some cases eliminates, water supplies available for firefighting
6 purposes.

7 (D) The District has many areas with rich deposits of minerals
8 resulting in the presence of many subsurface and strip mining operations. These
9 operations pose special problems due to confined access and large quantities of fuels
10 and explosive materials.

11 7. Local Topographical Conditions.

12 (A) The District encompasses an exceptionally large
13 geographical area with limited access routes connecting valley, mountain and desert
14 areas. This distance, combined with these limited access routes, results in delays in the
15 reallocation of resources to emergency scenes.

16 (B) The topography of the District is exceptionally diverse,
17 ranging from relatively flat desert and valley areas, to foothill areas, canyon areas and
18 steep mountainous areas. This results in some areas that are inaccessible to radio
19 communications, which hampers emergency response capabilities.

20 (C) The large geographical area and diverse topography of the
21 District results in numerous water purveyors and water pressure zones throughout the
22 response areas. This results in many areas having limited, unreliable or unavailable water
23 supplies available for firefighting purposes.

24 (D) The District is traversed by several State and Interstate
25 highways, which provide for limited under or over crossing access points for emergency
26 vehicles to cross to adjacent areas. These highways also restrict the ability of the local
27 water supply grids to provide water from multiple points to all areas and necessitates the
28 use of dead-end water mains in many areas adjacent the highways.

1 (E) The District is traversed by two major active railroad main rail
2 systems. These rail systems are used for both commuter and large freight trains, including
3 the transportation of large quantities of hazardous materials. These rails provide for
4 limited under or over crossing access points for emergency vehicles to cross to adjacent
5 areas. Emergency vehicles experience frequent delays at grade crossings until
6 passenger and/or lengthy freight trains clear the grade crossings.

7 (F) Due to the size and topography of the District, it is traversed
8 by several high voltage electrical transmission lines which cross over inaccessible desert
9 and foothill brush-covered areas, as well as and heavily forested steep mountain areas.
10 High winds have caused damage to these lines, resulting in vegetation fires. Access to
11 many of these areas is unavailable to vehicles, making response to these fires unusually
12 difficult.

13 (G) Several large, high-pressure natural gas transmission lines
14 traverse the District to transport natural gas at pressures exceeding 500 p.s.i. These lines
15 pass through, under or over steep terrain and wildfire prone areas and are also subject
16 to damage due to flooding or seismic events.

17 (H) Several large petroleum product pipelines cross the District to
18 transport large quantities of gasoline, diesel fuel and jet fuels under extremely high
19 pressures. While generally underground, these pipelines pass through, under or over
20 steep terrain and wildfire prone areas and overhead at several overpasses located over
21 thoroughfares and waterways. Damage to these pipelines has been experienced during
22 rail accidents and flooding conditions. Additionally, these pipelines and their pumping and
23 valve stations are subject to damage from seismic events.

24 8. These local climatic, geological and topographical conditions found
25 herein together present increased hazard potentials that create a reasonable necessity
26 for the San Bernardino County Fire Protection District to establish more restrictive building
27 and fire protection standards, as well as to prevent and discourage egregious and other
28 fire safety violations where the public is at higher risk.

1 B. The Board of Directors of the San Bernardino County Fire Protection
2 District hereby adopts the 2025 Edition of the California Fire Code (sometimes referred to
3 herein as "California Fire Code"), also known as Part 9 of Title 24 of the California Code of
4 Regulations (which California Fire Code adopts and amends portions of the 2024
5 International Fire Code), and Appendices as compiled and published by the International
6 Code Council, except as amended by this ordinance; and the 2025 Edition of the California
7 Wildland-Urban Interface Code, with errata, (sometimes referred to herein as the WUI
8 Code). The 2025 Editions of the California Fire Code and the WUI Code are on file with
9 the Secretary of the Board.

10 C. The provisions of the California Fire Code, subsequent amendments,
11 California Fire Code Appendices, WUI Code, referenced standards, and this ordinance
12 shall be collectively known as the San Bernardino County Fire Protection District Fire
13 Code, or this Code. The San Bernardino County Fire Protection District Fire Code shall
14 be applicable in all areas of San Bernardino County within the San Bernardino County
15 Fire Protection District, or in any political subdivision, county, city, town, or district that
16 contracts with the San Bernardino County Fire Protection District for fire protection and
17 prevention services, and in those other counties, cities, towns, and districts that ratify this
18 ordinance pursuant to California Health and Safety Code section 13869.7.

19 20 **II. Amendments to the 2025 California Fire Code**

21 The 2025 California Fire Code, also known as Part 9 of Title 24 of the California
22 Code of Regulations, is hereby amended as follows:

23 A. Chapter 1 of the California Fire Code is hereby amended as follows:

24 1. Section 102.7 Referenced codes and standards of the California
25 Fire Code is amended to read:

26 **Section 102.7 Referenced Codes and Standards**

27 The codes and standards referenced in this Code shall be those that are listed in
28 Chapter 80 of the California Fire Code. Such standards shall be considered part of the

requirements of this Code to the prescribed extent of such reference. Where conflicts occur between provisions of this Code and referenced standards in Chapter 80 of the California Fire Code, the provisions of this Code shall apply. The fire code official may issue San Bernardino County Fire Protection District Fire Prevention Standards for informational purposes in clarifying and interpreting provisions of the California Fire Code, its amendments, and referenced standards.

2. Section 104.1 General of the California Fire Code is amended to read:

Section 104.1 General

The fire code official is hereby authorized to enforce the provisions of this Code.

3. Section 104.2 Determination of compliance of the California Fire Code is amended to read:

Section 104.2 Determination of Compliance

The fire code official shall implement, administer, and enforce the provisions of this Code and shall have the authority to render interpretations of this Code. The fire code official shall also have the authority to adopt policies, procedures, rules and regulations in order to clarify the application of this Code. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent of this Code.

4. Section 105.5.4A Battery and other energy storage system of the California Fire Code is added to read:

Section 105.5.4A Battery and other energy storage system

An operational permit is required for a battery system or electrical energy storage system as regulated by section 1207 of the California Fire Code.

Exception: This section does not apply to systems in R-3 occupancies. Occupancy classifications are further defined in Section 203 of the California Fire Code.

5. Section 105.5.17A Fixed hood and duct extinguishing systems of the California Fire Code is added to read:

Section 105.5.17A Fixed hood and duct extinguishing systems

1 An operational permit is required to utilize commercial cooking appliances, as
2 defined in Section 606, with a Type I hood and an automatic fire extinguishing system
3 as required by Section 904.13.

4 6. Section 105.5.36 Open burning of the California Fire Code is
5 amended to read:

6 **Section 105.5.36 Open Burning**

7 An operational permit is required for the kindling or maintaining of an open fire as
8 defined in Section 202, on any public street, alley, road, or other public or private
9 ground.

10 **Exception:** Recreational fires and barbecues fueled solely by LP gas or natural
11 gas.

12 7. Section 105.5.38. Open flames and candles of the California Fire
13 Code is amended, to read:

14 **Section 105.5.38. Open flames and candles**

15 An operational permit is required to use open flames in connection with assembly
16 areas, dining areas of restaurants or drinking establishments.

17 **Exception:** Candles and small open-flame decorative devices in accordance
18 with Section 308.

19 8. Section 105.5.40 Outdoor assembly event of the California Fire Code
20 is amended, to read:

21 **Section 105.5.40 Outdoor assemblies**

22 An operational permit is required to conduct an outdoor assembly, temporary use
23 or other special event where planned attendance exceeds 200 persons per day.

24 9. Section 105.5.40A Pallet yards of the California Fire Code is added,
25 to read:

26 **Section 105.5.40A Pallet Yards**

27 An operational permit is required to store combustible pallets at pallet
28 manufacturing and/or recycling facilities.

10. Section 105.5.53 Waste handling and wrecking yards of the California Fire Code is added to read:

Section 105.5.53 Waste handling and wrecking yards

An operational permit is required for the operation of automobile wrecking yards, junk yards, combustible waste material or combustible recycled material handling facilities.

11. Section 105.5.54 Wood, manure and organic product storage of the California Fire Code is added, to read:

Section 105.5.54 Wood, manure and organic product storage

An operational permit is required to store or process wood chips, hogged material, lumber, plywood, manure, compost or other combustible organic products in excess of 200 cubic feet (6 m³).

12. Section 105.6.4A Dust collection systems of the California Fire Code is added, to read:

Section 105.6.4A Dust Collection Systems

A construction permit is required for the installation or modification of Dust Collection System as regulated by Chapter 22.

13. Section 105.6.4B Electrified security fence of the California Fire Code is added, to read:

Section 105.6.4B Electrified Security Fence

A construction permit is required for installation of or modification to an electrified security fence. Maintenance performed in accordance with this Code is not considered to be a modification and does not require a permit.

14. Section 105.6.19A Refrigeration unit or system of the California Fire Code is added, to read:

Section 105.6.19A Refrigeration Unit or System

A construction permit is required to install or modify a mechanical refrigeration unit or system regulated by Section 608.

15. Section 108.1 Fees of the California Fire Code is added, to read:

Section 108.1 Fees

(a) Fees shall be required and paid pursuant to a fee schedule established by action of the Board of Directors for any permit, license, inspection, plan or technical review, related work or services required pursuant to this Code. Any fees charged shall not exceed the actual costs of providing said work or services.

(b) Any person who conducts any activity, business, construction, work or use of equipment or to install or modify systems or equipment requiring a permit pursuant to Section 105 prior to obtaining said permits shall be subject to an additional fee, which shall be in addition to the required permit.

16. Section 110 of the California Fire Code is amended, to read:

Section 110. Reserved.

17. Section 113.3.5 Violations – general of the California Fire Code is added, to read:

Section 113.3.5 Violations – General

It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or fail to comply with any requirement of this Code or of the provisions of any code adopted and incorporated by reference by this Code.

18. Section 113.3.6 Continuing violations of the California Fire Code is added, to read:

Section 113.3.6 Continuing Violations

Each and every day, and any portion of which, any violation of this Code or of the provisions of any code adopted and incorporated by reference by this Code is committed, continued, or permitted shall be deemed a new and separate offense and shall be punishable or actionable as set forth in this Code.

19. Section 116 Closure of public and private lands of the California Fire Code is added, to read:

Section 116 Closure of Public and Private Lands

1 When it is determined by the fire code official that conditions exist on public lands
2 within a Wildfire Risk Area that present an immediate, exceptional, or continuing danger,
3 the Fire Chief/Fire Warden is authorized to close the affected areas and prohibit the entry
4 of the general public. Prior to closure of private property, notification of the closure shall
5 be made to any concerned property owners and consent obtained. Upon closing and
6 prohibiting entry to public lands, signs shall be posted at the entry points of the affected
7 areas indicating that the area is closed due to the existence of dangerous conditions and
8 that entry is prohibited. Prior to closing and prohibiting entry to any State or Federally
9 controlled lands, notification shall be made and consent obtained from the Director of
10 Forestry and Fire Protection (CalFIRE) or U.S. Forest Service, as appropriate. Any public
11 highway traversing such a closed area, shall, however, be excluded from the order of
12 closure, and the closure to entry does not prohibit or curtail the entry or use of the lands
13 by the owner of the lands or his agent, nor the entry by any federal, state, county, city, or
14 town officer upon the closed area in the performance of his official duties. All state, county,
15 city, and town law enforcement officers are authorized to enforce the order of closure.

16 B. The following definitions in Chapter 2, Section 202 of the California Fire
17 Code are added or amended, to read:

18 **Chapter 2 Definitions.**

19 **AGRICULTURAL BURNING.** The open burning of waste vegetation produced by
20 the growing or harvesting of crops in agricultural operation.

21 **ALL WEATHER DRIVING SURFACE.** Concrete, asphalt, or any other surface,
22 as determined by a qualified engineer licensed by the State of California, to adequately
23 support the imposed load of a fire apparatus and meets the intent of this Code.

24 **BARBECUE GRILL.** (Also known as a barbeque or BBQ). A portable or fixed
25 device, constructed of non-combustible material, for the primary purpose of cooking food
26 over a liquefied petroleum-, natural gas-, wood- or charcoal-fueled fire.

27 **BARBECUE PIT.** A trench or depression in the ground in which wood or other
28 clean solid fuel is burned to produce a bed of hot coals for the sole purpose of cooking.

1 **BONFIRE.** An outdoor open fire having a total fuel area greater than 3 feet in
2 width, length or diameter or 2 feet in height, and is used for pleasure, religious,
3 ceremonial, cooking, warmth or other similar purposes.

4 **DEPARTMENT.** Department includes the San Bernardino County Fire Protection
5 District and any other recognized fire department or agency.

6 **DISTRICT.** The San Bernardino County Fire Protection District.

7 **DRIVEWAY.** A privately owned, vehicular access road having a minimum
8 unobstructed width of 12 feet (3658 mm) that serves no more than two Group R, Division
9 3 or accessory Group U occupancies.

10 **FIRE CHIEF/FIRE WARDEN.** The chief officer of the San Bernardino County Fire
11 Protection District, or a duly authorized representative.

12 **FIRE CODE OFFICIAL.** The Fire Chief/Fire Warden of the San Bernardino County
13 Fire Protection District or a duly authorized representative charged with the administration
14 and enforcement of this Code.

15 **OPEN BURNING.** Opening burning shall have the same meaning as Open Fire
16 as defined in this section.

17 **OPEN FIRE.** Any outdoor fire including the open burning of a solid fuel, such as
18 a barbecue grill, barbecue pit, bonfire, recreational fire, agricultural burning or residential
19 burning, wherein products of combustion are emitted directly into the ambient air without
20 passing through a stack or chimney from an enclosed chamber. Open burning does not
21 include road flares, smudge pots, and other similar devices associated with safety or
22 occupational uses or the use of portable outdoor fireplaces or outdoor ovens.

23 **PERSON.** Individuals, businesses, general partnerships, limited partnerships,
24 joint ventures, corporations, trust, concern, organization, state and local government
25 entities, heirs, executors, administrators, receivers, or assigns, agents of the aforesaid,
26 and every other legal entity or association having legal obligations subject to the
27 provisions of this Code.

28 **PORTABLE OUTDOOR FIREPLACE.** A portable, outdoor, solid-, liquid-, or gas

1 fuel burning fireplace constructed of steel, concrete, clay or other non-combustible
2 materials and specifically designed for the containment of fire. A portable outdoor
3 fireplace may have an open design or may have a small hearth opening with a short
4 chimney or opening in the top.

5 **RECREATIONAL FIRE.** An outdoor open fire burning clean materials other than
6 rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace,
7 portable outdoor fireplace, barbecue grill or barbecue pit, and has a total fuel area equal
8 to or less than 3 feet in width, length or diameter and 2 feet in height for pleasure, religious,
9 ceremonial, cooking, warmth or other, similar purposes. Recreational fires also include
10 any campfire or fire ring.

11 **RESIDENTIAL/MISCELLANEOUS BURNING.** The open burning of waste
12 vegetation, tree and yard trimmings or similar for disposal on residential privately-owned
13 property. For the purposes of this Code, Residential Burning shall also include the
14 burning of similar items at commercial properties and on vacant properties.

15 **SPARK ARRESTOR.** A State Fire Marshal listed device constructed of non-
16 combustible material specifically for the purpose of meeting one of the following
17 conditions:

18 (1) Removing and retaining carbon and other flammable particles/debris
19 from the exhaust flow of an internal combustion engine in accordance with California
20 Vehicle Code section 38366.

21 (2) Fireplaces that burn solid fuel in accordance with California Building
22 Code Chapter 28.

23 **STAND ALONE RESIDENTIAL AUTOMATIC SPRINKLER SYSTEM.** An
24 approved fire sprinkler system, that conforms to Sections 903.3.1.1, 903.3.1.2, or 903.3.1.3
25 of this Code, National Fire Protection Agency (NFPA) standards 13 R or 13 D, and San
26 Bernardino County Fire Protection District Fire Prevention Standards, and is supplied by
27 a water source independent from a municipal water distribution system.

1 **WILDFIRE RISK AREA.** Land that is covered with flammable/combustible
2 vegetation, whether privately or publicly owned, which is so situated or is of such
3 inaccessible location that a fire originating upon it would present an abnormally difficult
4 job of suppression or would result in great or unusual damage through fire. For the
5 purposes of this Code, the following areas shall be a Wildfire Risk Area: (1) any land
6 located within a Fire Safety Overlay or Fire Hazard Overlay as identified in the San
7 Bernardino County Development Code or in the ordinances or municipal code of an
8 incorporated city or town within the District; (2) a Very High or High Fire Hazard Severity
9 Zone as designated by the California Department of Forestry and Fire Protection (Cal
10 FIRE,); or (3) a No Fireworks Zone.

11 C. Chapter 3 General requirements of the California Fire Code is adopted in
12 its entirety with the exception of Sections 311.5-3.11.5.5 and with the following
13 amendments and additions to read:

14 1. Section 305.3 Open-flame warning devices is added to the San
15 Bernardino County Fire Protection District Fire Code, to read:

16 **Section 305.3 Open-flame Warning Devices.**

17 Open-flame warning devices shall not be used along an excavation, road or any
18 other place where the dislodgment of such device may permit the device to roll, fall or
19 slide onto any area or land containing combustible materials.

20 **Exception:** This section shall not apply to public safety personnel acting in the
21 performance of their duties.

22 2. Section 305.6 Spark arrestors is added to the San Bernardino
23 County Fire Protection District Fire Code, to read:

24 **Section 305.6 Spark Arrestors.**

25 Each chimney used in conjunction with a fireplace, portable outdoor fireplace, or
26 other heating appliance in which solid fuel is burned, shall be maintained with a State Fire
27 Marshal approved spark arrester. The spark arrester shall have heat and corrosion
28 resistance equivalent to 12-gauge wire, 19-gauge galvanized wire, or 24-gauge stainless

1 steel. Openings shall not permit the passage of spheres having a diameter larger than
2 one-half inch (13 mm) maximum and shall not block the passage of spheres having a
3 diameter of less than three-eighths inch (10 mm). A screen shall be mounted in or over
4 all outside flue openings in a vertical or near vertical position, adequately supported to
5 prevent movement and shall be visible from the ground. All spark arrestors shall be
6 accessible and removable for cleaning.

7 3. Section 307 Open burning, recreational fires and portable outdoor
8 fireplaces is added to the San Bernardino County Fire Protection District Fire Code,
9 to read:

10 **Section 307 Open Burning, Recreational Fires and Portable Outdoor Fireplaces.**

11 (a) General. It shall be unlawful for any person to kindle, or maintain an open
12 fire, or for a person to allow an open fire to be kindled or maintained on their property,
13 except in accordance with the provisions of this Code.

14 (b) Permit Required. When required by this section, a permit shall be obtained
15 from the fire code official in accordance with Section 105.6 of this Code prior to kindling
16 any open fire. Permits shall be issued to the owner of the land on which the fire is to be
17 kindled or with written permission from the owner.

18 (c) Prohibited Open Fires and Outdoor Fires. Except for activities conducted by
19 law enforcement or fire department personnel related to open fires for the purpose of
20 training, control or prevention of fire hazards, or disposal of explosives or contraband, it
21 shall be unlawful to kindle, or maintain, or to allow to be kindled or maintained the
22 following open fires:

23 (1) Any open fire that is offensive or objectionable because of smoke
24 emission, ember production, or when local atmospheric conditions or circumstances
25 make such fires hazardous.

26 (2) Any open or other outdoor fire in which any hazardous waste,
27 biological or infectious wastes, construction debris, trash, coated or treated wood, plastic,
28 rubber, or any other manufactured materials or combustible waste materials are burned.

1 (3) Any open fire using a portable incinerator or “burn barrel” as
2 prohibited pursuant to Title 17 of the California Code of Regulations, section 93113(c)(2),
3 metal drums, salvaged appliance parts, or similar devices not intended for use with an
4 open fire.

5 (4) Open fires on a No Burn Day as declared by the Air Quality
6 Management District (AQMD) in which the burning will occur.

7 (5) Open fires when a Red Flag Warning or Fire Weather Watch is
8 issued by the National Weather Service is in effect for the location in which the fire is to
9 be kindled.

10 (6) Open fires and outdoor fires on any property within a Wildfire Risk
11 Area as defined in Section 202 of this Code.

12 **Exceptions:**

13 (A) Agricultural burning or burning of Russian Thistle
14 (tumbleweeds) in accordance with Rule 444 of the Air Quality Management District
15 (AQMD) and when permitted by the fire code official

16 (B) Recreational fires, barbecues, and barbecue pits fueled solely
17 by liquified petroleum gas or natural gas.

18 (C) Bonfires, barbecues, barbecue pits, and recreational fires
19 within an organized camp or in non-residential areas with the approval of the fire code
20 official.

21 (D) Portable outdoor fire places that have an approved, listed
22 spark arresting screen covering.

23 (7) When local sustained winds exceed 10 miles per hour.

24 (8) Within the boundaries of a State Responsibility Area, including
25 private property, in violation of any requirements or burn restriction imposed by the
26 California Department of Forestry & Fire Protection (Cal Fire).

27 (9) Within the boundaries of the San Bernardino National Forest,
28 including private property, in violation of any requirement or burn restriction imposed by

1 the U.S. Forest Service.

2 (10) Within the boundaries of the Bureau of Land Management (BLM)
3 land, including private property, in violation of any requirement or burn restriction imposed
4 by BLM.

5 (11) When the fire code official has determined that local atmospheric or
6 other conditions present an increased risk of an escaping fire or other hazardous
7 situation.

8 (d) Extinguishment Authority. The fire code official is authorized to order or
9 cause the extinguishment of any fire that creates or adds to a hazardous condition,
10 creates smoke emissions offensive to occupants of surrounding properties, is conducted
11 without a permit when such a permit is required, or is conducted in violation of such permit
12 or in violation of this Code.

13 (e) Specific open fire requirements. Open fires as defined in this Code shall
14 meet the following requirements.

15 (1) Agricultural burning, residential burning, and open burning of
16 Russian Thistle (tumbleweeds).

17 (A) Prior to applying for a permit to conduct the open fire, any
18 written authorization or permit required by Rule 444 of the AQMD for the area in which
19 the burning will occur must be provided to the fire code official.

20 (B) A permit shall be obtained from the fire code official prior to
21 kindling the fire.

22 (C) Burning shall only be commenced and shall be completed
23 within the periods specified in Rule 444 of the AQMD in which the burn will occur.

24 (D) Fires shall be located according to the following:

25 (I) Not less than 50 feet from any structure or combustible
26 materials.

27 (II) At the property for which the permit is issued.

28 (E) Burn Piles shall be in accordance with the following:

(I) Piles shall not exceed 4 feet in width or 4 feet in height.

(II) Piles shall be separated by a minimum of 10 feet.

(III) Piles shall not be placed in a pit or depression.

(2) Bonfires.

(A) A permit for a bonfire shall be obtained from the fire code official prior to kindling the fire.

(B) A bonfire shall not be kindled or maintained less than 50 feet from any structure or combustible materials.

(3) Recreational fires.

(A) Recreational fires shall be maintained a minimum of 25 feet from a structure or combustible materials.

Exception: Recreational fires fueled solely by liquefied petroleum gas or natural gas.

(4) Portable outdoor fireplaces.

(A) Portable outdoor fireplaces shall not be kindled or maintained within 15 feet of a structure or combustible materials.

(B) Portable outdoor fireplaces used within a Wildfire Risk Area shall have an approved, listed spark arresting screen covering.

(C) Portable outdoor fireplaces shall not be used on any combustible patio, deck or balcony which is part of a multi-family dwelling such as apartments, townhomes, or condominiums, unless buildings or overhangs are protected by an automatic fire sprinkler system.

(5) Barbecues and Barbecue Pits.

(A) Barbecues shall not be operated on combustible decks or balconies of a multi-family dwelling such as apartments, townhomes, or condominiums unless buildings and overhangs are protected by an automatic fire sprinkler system.

Exception: Liquefied petroleum gas fueled cooking devices when fuel containers have a water capacity not greater than 2 ½ pounds

(B) Barbecue pits shall not be kindled or maintained within 25 feet of a structure or combustible materials.

(f) Attendance. All open fires shall be constantly attended by a responsible adult, 18 years of age or older, until the fire is completely extinguished. A minimum of one portable fire extinguisher complying with Section 906 of the California Fire Code with a minimum 4-A rating or other approved on-site fire-extinguishing equipment such as dirt or sand with a shovel, water barrel, hose attached to a working water source, or water truck, shall be available for immediate utilization.

(g) Hot ash and ember disposal. Hot ashes and embers from any open fire, barbecue or fireplace shall be placed only in a covered metal or other non-combustible receptacle after being thoroughly cooled with water. At no time shall ashes or embers be deposited in the trash or on the ground, or placed on a combustible surface until it is confirmed that the ashes or embers are no longer hot to the touch. Receptacles containing hot ashes and embers shall have a minimum required separation distance of 2 feet (610 mm) to buildings or other combustible materials.

4. Section 311.1 General is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 311.1 General.

Temporarily unoccupied buildings, structures, premises, or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with this section, the California Building Code and the applicable municipal code.

5. Section 311.2.2 Fire protection is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 311.2.2 Fire Protection.

Fire alarm, sprinkler and standpipe systems shall be maintained in an operable condition at all times.

Exceptions:

(1) Where the premises have been cleared of all combustible materials

1 and debris and, in the opinion of the fire code official, the type of construction, fire
2 separation distance and security of the premises do not create a fire hazard.

3 (2) Where approved by the fire code official, buildings that will not be
4 heated and where fire protection systems will be exposed to freezing temperatures, fire
5 alarm and sprinkler systems are permitted to be placed out of service and standpipes are
6 permitted to be maintained as dry systems (without an automatic water supply), provided
7 the building has no contents or storage, and windows, doors and other openings are
8 secured to prohibit entry by unauthorized persons.

9 (3) Where approved by the fire code official, fire alarm and sprinkler
10 systems are permitted to be placed out of service in seasonally occupied buildings that
11 will not be heated and where fire protection systems will be exposed to freezing
12 temperatures; and where fire areas do not exceed 5,000 square feet (464 m2); and that
13 do not store motor vehicles or hazardous materials.

14 6. Section 315.7 Outdoor pallet storage of the California Fire Code is
15 amended to read:

16 **Section 315.7 Outdoor Pallet Storage.**

17 The outside storage of combustible pallets shall comply with Sections 315.7 –
18 315.7.7 and San Bernardino County Fire Protection District Fire Prevention Standards.
19 Pallets stored within a building shall be protected in accordance with Chapter 32. Outdoor
20 storage of pallets at pallet manufacturing and/or recycling facilities shall be in accordance
21 with Section 2810.

22 7. Section 315.7.2 Distance to the lot line of the California Fire Code is
23 amended to read:

24 **Section 315.7.2 Distance to the Lot Line.**

25 Pallet storage shall not be located within 26 feet (7,925 mm) of a lot line.

26 8. Section 315.7.7 Prohibited locations of the California Fire Code is
27 amended to read:

28 **Section 315.7.7 Prohibited Locations.**

Pallets shall not be stored within 100 feet (30,480 mm) of welding or cutting equipment, underneath high-voltage transmission lines, public roadways or railways.

9. Section 315.8 Outside storage of firewood is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 315.8 Outside Storage of Firewood.

The outside storage of firewood shall comply with the provisions of Section 315 of this Code, and San Bernardino County Fire Protection District Fire Prevention Standards.

10. Section 315.9 Storage of motor vehicles and trailers is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 315.9 Storage of Motor Vehicles and Trailers.

Outside storage of automobiles, trucks, recreational vehicles, truck trailers and other similar vehicles on a temporary basis shall meet the requirements of the San Bernardino County Fire Protection District Fire Prevention Standards.

11. Section 316.7 Electrified fences is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 316.7 Electrified Fences.

Electrified fences or other barriers intended to secure a premise shall have provided a means of disconnecting all electrical power and de-energizing any and all barriers with a single main switch. The main electrical disconnect switch shall be clearly labeled and be accessible for firefighter use by means of a key switch, locked cabinet, or other means approved by the fire code official. Such electrified fences or barriers shall be clearly labeled with warning signs that read "DANGER – ELECTRIC FENCING" at a minimum of every 100 feet (30,480 mm) apart around the perimeter.

D. The following provisions of Chapter 5 Fire service features of the California Fire Code are added or amended, as follows:

1. Section 503.1 Where required is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.1 Where Required.

1 Fire apparatus access roads shall be provided and maintained in accordance with
2 Sections 503.1.1 through 503.1.3.

3 2. Section 503.1.1 Building and facilities is added to the San Bernardino
4 County Fire Protection District Fire Code, to read:

5 **Section 503.1.1 Buildings and Facilities.**

6 Approved fire apparatus access roads shall be provided for every facility, building
7 or portion of a building hereafter constructed or moved into or within the jurisdiction of the
8 San Bernardino County Fire Protection District. The fire apparatus access road shall
9 comply with the requirements of this section and shall extend to within 150 feet (45,720
10 mm) of all portions of the facility and all portions of the exterior walls of the first story of
11 the building as measured by an approved route around the exterior of the building or
12 facility.

13 **Exceptions:**

14 (1) The fire code official is authorized to increase the dimension of 150
15 feet (45,720 mm) where any of the following conditions occur:

16 1.1.) Unless required by another section of this Code, the building
17 is equipped throughout with an approved automatic sprinkler system installed in
18 accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.

19 1.2.) Fire apparatus access roads cannot be installed because of
20 location on property, topography, waterways, nonnegotiable grades or other similar
21 conditions, and an approved alternative means of fire protection is provided.

22 1.3.) There are not more than two Group R-3 or Group U
23 occupancies.

24 (2) Where approved by the fire code official, fire apparatus access roads
25 shall be permitted to be exempted or modified for solar photovoltaic power generation
26 facilities.

27 3. Section 503.1.2 Additional access is added to the San Bernardino
28 County Fire Protection District Fire Code to read:

Section 503.1.2 Additional Access.

The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

4. Section 503.1.3 High piled storage is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.1.3 High Piled Storage.

Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provisions of Chapter 32 of the California Fire Code.

5. Section 503.2 Specifications is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2 Specifications.

Fire apparatus access roads shall be designed, constructed and maintained in accordance with Sections 503.2.1 through 503.2.8. and San Bernardino County Fire Protection District Fire Prevention Standards.

6. Section 503.2.1 Dimensions is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.1 Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7,925 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet, 6 inches (4,420 mm.) Roadways that provide fire apparatus access to buildings that have exterior walls 30 feet or higher from the lowest level of fire department access to the top of the highest roof or parapet, or having occupied floors that are three or more stories above such adjacent roadways shall have an unobstructed width of 30 feet (9,144 mm.)

Exceptions:

(1) Emergency vehicle access roads designed and provided exclusively

for fire department use may have an unobstructed width of not less than 20 feet (6,096 mm) when approved by the fire code official.

(2) Driveways and private roadways providing fire department access to not more than two Group R-3 and accessory Group U occupancies shall be a minimum of 12 feet (3,657 mm) in width.

(3) Required access road dimensions may be modified according to the San Bernardino County Fire Protection District Fire Prevention Standards when, due to location on property, topography, waterways, nonnegotiable grades or other similar conditions, the fire code official determines that the conditions cannot be met. In no case shall fire department access roads within State Responsibility Areas be less than 20 feet (6,096 mm) in unobstructed width.

7. Section 503.2.2 Authority is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.2 Authority.

The fire code official shall have the authority to require or permit modifications to the required access widths and heights where they are inadequate for fire or rescue operations or where necessary to meet public safety objectives.

8. Section 503.2.3 Surface is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.3 Surface.

Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 80,000 pounds and shall be surfaced so as to provide all-weather driving capabilities.

Exceptions:

(1) Where road grades do not exceed eight percent (8%), and where serving only one or two-family dwellings or accessory Group U occupancies, the fire code official may approve existing roads constructed with approved native materials or other earthen materials compacted to eighty-five percent (85%) compaction.

(2) The fire code official is authorized to allow alternate fire apparatus roadway surfaces designed or evaluated by a qualified professional engineer and demonstrating an equivalent reliability and safety.

9. Section 503.2.4 Turning radius is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.4 Turning Radius.

The required turning radius of a fire apparatus access road shall comply with San Bernardino County Fire Protection District Fire Prevention Standards as determined by the fire code official.

10. Section 503.2.5 Dead ends is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.5 Dead Ends.

Dead-end fire apparatus access roads in excess of 150 feet in length (45,720 mm) shall be provided with an approved area for turning around fire apparatus that complies with San Bernardino County Fire Protection District Fire Prevention Standards.

11. Section 503.2.6 Bridges and elevated surfaces is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.6 Bridges and Elevated Surfaces.

Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with the most current edition of the American Association of State Highway and Transportation Officials Standard Specifications for Highway Bridges (AASHTO HB-17, or most current edition). Bridges and elevated surfaces shall be designed for a live load sufficient to carry the imposed loads of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges where required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces that are not designed for such use, approved barriers, approved signs or both shall be installed and maintained where required by the fire code official.

12. Section 503.2.7 Grade is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.7 Grade.

The grade of a fire apparatus access road or driveway shall be a maximum of twelve percent (12%).

Exceptions:

(1) The grade of a fire apparatus access road or driveway may be increased to fourteen percent (14%) for a distance not to exceed 500 feet with the approval of the fire code official.

(2) The grade of a driveway providing fire access to no more than two (2) one- or two-family dwellings may be increased to a maximum of sixteen percent (16%) for a distance not to exceed 500 feet in areas in which the Hillside Grading Standards pursuant to Chapter 83.08 of the San Bernardino County Development Code apply and with the approval of the fire code official.

(3) Where more restrictive local county, city, or town requirements apply.

13. Section 503.2.8 Angles of approach and departure is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.2.8 Angles of Approach and Departure.

The angles of approach and departure for fire apparatus access roads shall comply with the San Bernardino County Fire Protection District Fire Prevention Standards.

14. Section 503.3 Marking is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.3 Marking.

Where required by the fire code official, approved signs and markings that include the words "NO PARKING—FIRE LANE" and that comply with San Bernardino County Fire Protection District Fire Prevention Standards shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all

1 times and be replaced or repaired when necessary to provide adequate visibility.

2 15. Section 503.4 Obstruction of fire apparatus access roads is added to
3 the San Bernardino County Fire Protection District Fire Code, to read:

4 **Section 503.4 Obstruction of Fire Apparatus Access Roads.**

5 Fire apparatus access roads shall not be obstructed in any manner, including the
6 parking of vehicles. The minimum widths and clearances established in Sections 503.2.1
7 and 503.2.2 shall be maintained at all times. Any condition that serves as an impediment
8 to fire access, or any vehicle or other obstruction to fire access may be removed at the
9 orders of the fire code official or other governing agency in cooperation with the fire code
10 official, with the expense of such removal to be paid by the owner of the roadway, or of
11 said vehicle or obstruction.

12 16. Section 503.4.1 Traffic calming devices is added to the San
13 Bernardino County Fire Protection District Fire Code, to read:

14 **Section 503.4.1 Traffic Calming Devices.**

15 Traffic calming devices on fire access roads shall be prohibited unless approved
16 by the fire code official in accordance with the San Bernardino County Fire Protection
17 District Fire Prevention Standards.

18 17. Section 503.5 Required gates or barricades is added to the San
19 Bernardino County Fire Protection District Fire Code, to read:

20 **Section 503.5 Required Gates or Barricades.**

21 The fire code official is authorized to require the installation and maintenance of
22 gates or other approved barricades across fire apparatus access roads, trails or other
23 access ways, not including public streets, alleys or highways. Electric gate operators,
24 where provided, shall be listed in accordance with Underwriters Laboratories (UL) 325.
25 Gates intended for automatic operation shall be designed, constructed and installed to
26 comply with the requirements of American Society for Testing and Materials (ASTM) F
27 2200 and the San Bernardino County Fire Protection District Fire Prevention Standards.

28 18. Section 503.5.1 Secured gates and barricades is added to the San

Bernardino County Fire Protection District Fire Code, to read:

Section 503.5.1 Secured Gates and Barricades.

Where required, gates and barricades shall be secured in an approved manner. Roads, trails and other access ways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

19. Section 503.6 Security gates is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.6 Security Gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with Underwriters Laboratories (UL) 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of American Society for Testing and Materials (ASTM) F 2200 and the San Bernardino County Fire Protection District Fire Prevention Standards. Knox key switches or similar locks shall be required for all vehicular gated access. Electric gates shall be required to automatically open from the inside by use of a sensor or other approved means.

Electric gates for emergency vehicle access shall include an "Infrared Automatic Gate System" a.k.a. OPTICOM that opens the gates automatically. These devices shall be installed on all electric fire access gates, existing and new.

20. Section 503.7 Shared emergency and fire apparatus access roads is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 503.7 Shared Emergency and Fire Apparatus Access Roads.

Emergency and fire apparatus access roads passing through multiple parcels shall comply with the following requirements:

(a) Each owner of real property through which a shared emergency access road passes shall record an easement, running with the land, with the deed of each affected property allowing reciprocal access to and from other properties and for emergency access.

(b) Each owner of property upon which the easement shall pass shall provide a notarized covenant agreeing to provide an emergency access road through each property and to maintain that access road in accordance with the statutes, regulations and standards applicable at the time the easement was recorded for full term of ownership of the property.

(c) Each owner of property through which the easement shall pass shall provide a notarized waiver with the deed releasing the San Bernardino County Fire Protection District, its successors and San Bernardino County of any liability for any inability to provide fire suppression or emergency medical aid due to lack of access and shall further stipulate that the San Bernardino County Fire Protection District, its successors and San Bernardino County shall not be party to any civil or administrative action relating to the maintenance of the easement unless the action is brought forth by the District, its successors, or the County.

21. Section 504.5 Foam cornices is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 504.5 Foam Cornices.

Buildings with cornices or other trim at the edge of a roof or parapet wall made of expanded foam plastic or other similar materials shall be installed in order to allow a stable, rigid surface or edge on which a ladder can be used to access the roof.

22. Section 505.1 Address identification is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1 Address Identification.

New and existing buildings shall be provided with approved address identification in accordance with this section and San Bernardino County Fire Protection District Fire Prevention Standards. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address identification shall be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by Sections 505.1.1 – 505.1.6, address identification shall be provided in additional approved locations to facilitate emergency response. Address identification shall be maintained.

23. Section 505.1.1 One and two family dwelling units is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.1 One and Two Family Dwelling Units.

All one and two family dwelling units shall, in addition to the requirements of Section 505.1, be provided with address identification in accordance with all of the following:

(1) Electrically illuminated by an internal low-voltage light source during the hours of darkness.

(2) Where building setbacks exceed 100 feet (30.5 m) from the street, or where addresses on dwelling units would not be visible or would otherwise be obstructed, additional non-illuminated address identification shall be displayed on a monument, sign or other approved means used to identify structures.

24. Section 505.1.2 Buildings less than 100,000 square feet, other than one- and two-family dwelling units is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.2 Buildings Less than 100,000 Square Feet, Other than One- and Two-family Dwelling Units.

All buildings less than 100,000 square feet (9,290 m²) in area, other than one- and

two-family dwelling units, shall, in addition to the requirements of Section 505.1, be provided with address identification in accordance with all of the following:

(1) Electrically illuminated by an internal or external source during the hours of darkness.

(2) Not less than eight inches (204 mm) in height, with a minimum stroke width of 1 inch (25.5 mm).

(3) Where building setbacks exceed 200 feet (61 m) from the street, or where address identification would not be visible or would otherwise be obstructed, additional non-illuminated address identification shall be displayed on a monument, sign or other approved means used to identify structures. Address identification characters shall not be less than six inches (153 mm) in height, with a minimum stroke width of 0.75 inches (19 mm).

25. Section 505.1.3 Buildings 100,000 square feet or larger, other than one- and two-family dwelling units is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.3 Buildings 100,000 Square Feet or Larger, Other than One- and Two-family Dwelling Units.

All buildings 100,000 square feet (9,290 m²) or larger in area, other than one- and two-family dwelling units, shall, in addition to the requirements of Section 505.1, be provided with address identification in accordance with all of the following:

(1) Electrically illuminated by an internal or external source during the hours of darkness.

(2) Not less than twelve inches (306 mm) in height, with a minimum stroke width of 1.5 inch (38 mm).

(3) Where building setbacks exceed 200 feet (61 m) from the street, or where address identification would not be visible or would otherwise be obstructed, additional non-illuminated address identification shall be displayed on a monument, sign or other approved means used to identify structures. Address identification characters

shall not be less than six inches (153 mm) in height, with a minimum stroke width of 0.75 inches (19 mm).

26. Section 505.1.4 Illuminated directory is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.4 Illuminated Directory.

When required by the fire code official, new multiple dwelling unit complexes of 20 or more units shall be provided with an illuminated directory at each entry, clearly visible to emergency responders entering the property. The directory shall comply with San Bernardino County Fire Protection District Fire Prevention Standards and shall consist of a diagrammatic representation of the complex which shows the location of the viewer and the unit designations within the complex.

27. Section 505.1.5 Individual units is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.5 Individual Units.

Individual dwelling units other than one- and two-family dwellings, and tenant lease spaces within buildings shall be posted with address identification on each unit. Addresses shall be easily visible to approaching vehicular or pedestrian traffic and shall comply with Section 505.1 and the San Bernardino County Fire Protection District Fire Prevention Standards.

28. Section 505.1.6 Rear addressing is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.1.6 Rear Addressing.

Buildings which have vehicular access to the rear side by means of a drive aisle alley, or parking lot shall also display address identification on the rear of the building and shall comply with the San Bernardino County Fire Protection District Fire Prevention Standards.

29. Section 505.2 Street or road name signs is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 505.2 Street or Road Name Signs.

The names of streets or roads shall be identified with approved signs. Temporary street or road name signs meeting the San Bernardino County Fire Protection District Fire Prevention Standards shall be installed at each street intersection when construction of new roadways allows passage by vehicles and shall be maintained until replaced by permanent signs.

30. Section 506.1 Where required is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 506.1 Where Required.

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require one or more key boxes to be installed in an approved location(s). The key box(es) shall be of an approved type in accordance with San Bernardino County Fire Protection District Fire Prevention Standards and shall contain keys to gain necessary access as required by the fire code official.

31. Section 506.1.1 Locks is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 506.1.1 Locks.

An approved lock or entry device meeting San Bernardino County Fire Protection District Fire Prevention Standards shall be installed on manually operated gates or similar barriers across fire department access roads where required by the fire code official.

32. Section 506.2 Key box maintenance is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 506.2 Key Box Maintenance.

The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

33. Section 507.1 Required water supply of the California Fire Code is

1 amended to read:

2 **Section 507.1 Required Water Supply.**

3 An approved water supply capable of supplying the required fire flow for fire
4 protection shall be provided to premises upon which facilities, buildings or portions of
5 buildings are hereafter constructed or moved into or within the jurisdiction. In areas
6 without a water purveyor capable of supplying the required water supply, NFPA Standard
7 1142 (current edition) shall be used to establish on-site water storage capacities, when
8 allowed by the fire code official.

9 **Exception:**

10 (1) When approved by the fire code official, the following shall be
11 permitted in lieu of an adequate water supply when serving not more than two Group R-
12 3 occupancies and accessory Group U occupancies:

13 (A) Accessory Group U occupancies shall be a minimum of 50
14 feet (15,240 mm) from all adjacent dwellings and property lines.

15 (B) Group R-3 Occupancies shall be equipped with an approved
16 residential fire sprinkler system in accordance with NFPA 13D/California Residential Code
17 (CRC) 313.

18 (C) Provide other approved alternate means and methods as
19 approved by the fire code official.

20 34. Section 507.2.3 Temporary water supply is added to the San
21 Bernardino County Fire Protection District Fire Code, to read:

22 **Section 507.2.3 Temporary Water Supply.**

23 When required by the fire code official, a temporary water supply shall be provided
24 for buildings under construction, prior to such buildings being occupied. Temporary water
25 supplies shall be in accordance with San Bernardino County Fire Protection District Fire
26 Prevention Standards.

27 35. Section 507.3 Fire flow is added to the San Bernardino County Fire
28 Protection District Fire Code, to read:

Section 507.3 Fire Flow.

Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method below or by Appendix B as amended.

(1) When approved by the fire code official, the following shall be considered in lieu of adequate fire flow when serving not more than two Group R-3 occupancies and accessory Group U occupancies:

(A) Accessory Group U occupancies shall be a minimum 50 feet (15,240 mm) from all adjacent dwellings and property lines.

(B) Group R-3 Occupancies shall be equipped with an approved residential fire sprinkler system in accordance with NFPA 13D/CRC 313.

(C) Provide other approved alternate means and methods as approved by the fire code official.

36. Section 507.5 Fire hydrant systems is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 507.5. Fire Hydrant Systems.

Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and San Bernardino County Fire Protection District Fire Prevention Standards.

37. Section 507.5.1 Where required is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 507.5.1 Where Required.

Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91.5 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exception: For Group R-3 and attached Group U occupancies, the distance requirement shall not be more than 600 feet (183 m).

38. Section 507.5.1.2 Water supply connections is added to the San

Bernardino County Fire Protection District Fire Code, to read:

Section 507.5.1.2 Water Supply Connections.

New on-site fire hydrant water systems that serve buildings having a single or aggregate floor area of greater than 100,000 square feet (9,290 m²) shall have a minimum of two separate remote connections to the public water system designed and constructed in accordance with the NFPA and the San Bernardino County Fire Protection District Fire Prevention Standards and approved by the fire code official.

39. Section 508.1 General of the California Fire Code is amended to read:

Section 508.1 General.

Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code and Group I-1 occupancies having occupied floors located more than 75 feet (23 m) above the lowest level of fire department vehicle access and in all F-1, S-1 and S-2 occupancies with a building footprint greater than 500,000 square feet (27,870 m²), or any size structure that is equipped with smoke and heat vents per Section 910.2.1 of the California Fire Code, a fire command center for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.7.

40. Section 509.3 Access to equipment in multi-unit buildings is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 509.3 Access to equipment in multi-unit buildings.

When automatic fire sprinkler systems or fire alarm systems are installed in buildings constructed for multiple tenants and these systems protect multiple tenant spaces, the main risers, fire alarm control panels, and any other main control valves or equipment for such systems shall be located in an attached or included room separate from any tenant space. Such rooms shall have at least one exterior access door of not less than 3'-0" (918 mm) in width by 6'-8" (2,040 mm) in height and meet the requirements of Section 901.4.7.

1 E. The following sections of Chapter 9 Fire protection and life safety systems
2 of the California Fire Code are added or amended, as follows:

3 1. Section 901.8.3 Theft deterrents is added to the San Bernardino
4 County Fire Protection District Fire Code, to read:

5 **Section 901.8.3 Theft Deterrents.**

6 The fire code official is authorized to require installation methods, mechanisms, or
7 other technology that will serve to deter theft or tampering with fire protection appliances.
8 Such methods shall be in accordance with the San Bernardino County Fire Protection
9 District Fire Prevention Standards.

10 2. Section 903.2 Where required is added to the San Bernardino
11 County Fire Protection District Fire Code, to read:

12 **Section 903.2 Where Required.**

13 Approved automatic fire sprinkler systems in new buildings and structures shall be
14 provided in the locations described in this section and Sections 903.2.1 through 903.2.21.
15 Notwithstanding any other provision of Sections 903.2.1 through 903.2.21, an approved
16 automatic fire sprinkler system shall be provided throughout all newly constructed
17 buildings of any occupancy group, when the gross floor area is equal to or exceeds 5,000
18 square feet (465 m²), regardless of fire resistive separation walls.

19 **Exceptions:**

20 (1) Group U occupancies, accessory to a Group R-3 one- or two- family
21 dwelling.

22 (2) In existing buildings, other than Group R, Division 3 and Group U
23 occupancies, not equipped with an automatic fire sprinkler system, the following
24 requirements shall apply:

25 (A) When an addition causes the building to exceed 5,000 square
26 feet (465 m²) in gross floor area and such addition is equal to or greater than 50% of the
27 originally permitted square footage, the entire building shall be provided with an automatic
28 sprinkler system.

1 (B) For existing buildings larger than 5,000 square feet (465 m²)
2 in gross floor area, when a change of use occurs that, in the opinion of the fire code
3 official, increases the risk of fire, or increases the danger to occupants in a fire, the entire
4 building shall be provided with an automatic sprinkler system.

5 3. Section 910.2 Where required is added to the San Bernardino
6 County Fire Protection District Fire Code, to read:

7 **Section 910.2 Where Required.**

8 Smoke and heat vents or a mechanical smoke removal system shall be installed
9 as required by Sections 910.2.1 and 910.2.2.

10 **Exception:**

11 Frozen food warehouses used solely for storage of class I and II
12 commodities where protected by an approved automatic sprinkler system.

13 4. Section 910.2.1 Group F-1, S-1 and S-2 is added to the San
14 Bernardino County Fire Protection District Fire Code, to read:

15 **Section 910.2.1 Group F-1, S-1 and S-2.**

16 A mechanical smoke removal system installed in accordance with Section 910.4
17 shall be installed in buildings and portions thereof used as group F-1, S-1 and S-2
18 occupancy having more than 50,000 square feet (4,645 m²) of undivided area. In
19 occupied portions of a building equipped throughout with an automatic sprinkler system
20 in accordance with Section 903.3.1.1, where the upper surface of the story is not a roof
21 assembly, a mechanical smoke removal system in accordance with Section 910.4 shall
22 be installed.

23 **Exception:** Group F-1 aircraft manufacturing buildings and group S-1 aircraft
24 repair hangars.

25 F. The following section of Chapter 11 Construction requirements for existing
26 buildings is added to the San Bernardino County Fire Protection District Fire Code, as
27 follows:
28

1 1. Section 1103.2 Emergency responder communication enhancement
2 in existing buildings is added to the San Bernardino County Fire Protection District Fire
3 Code, to read:

4 **Section 1103.2 Emergency responder communication enhancement in existing**
5 **buildings.**

6 Existing buildings other than Group R-3, that do not have approved in-building,
7 two-way emergency response communication coverage for emergency responders in the
8 building based on existing coverage levels of the public safety communication system,
9 shall be equipped with such coverage according to Section 510.1.

10 **Exception:** Where it is determined by the fire code official that the in-building, two-
11 way emergency responder communication enhancement system is not needed.

12 G. Chapter 25 Fruit and crop ripening of the California Fire Code is adopted in
13 its entirety.

14 H. The following sections of Chapter 28 Lumber yards and agro-industrial
15 solid biomass and woodworking facilities of the California Fire Code are added or
16 amended as follows:

17 1. Section 2808.3 Size of piles is amended to read:

18 **Section 2808.3 Size of Piles.**

19 Piles shall not exceed 12 feet (3,657 mm) in height, 150 feet (45,270 mm) in width
20 and 250 feet (76,200 mm) in length. Stackable products shall not be stacked in excess
21 of 12 feet (3,657 mm) in height, 80 feet (24,384 mm) in width and 250 feet (76,200 mm)
22 in length.

23 2. Section 2808.4 Pile separation is amended to read:

24 **Section 2808.4 Pile Separation.**

25 Piles or stacked product shall be separated from buildings, property lines and
26 adjacent piles or stacks by a distance of not less than 26 feet in width.

27 3. Section 2808.7.1 Pile fire protection, public water supply is added to
28 the San Bernardino County Fire Protection District Fire Code, to read:

Section 2808.7.1 Pile Fire Protection, Public Water Supply.

The operator shall provide and maintain approved fire hydrants and waterline mains as required by the fire code official. Water lines may be approved aboveground lines supplied from a reliable water supply with adequate protection against impact and fire flow reaction. Hydrant spacing shall be at 300-foot intervals along primary fire access roadways. Fire flow at each hydrant shall be least 1,000 gallons per minute at 20 psi. Duration of the required fire flow shall be not less than two hours.

4. Section 2808.7.2 Pile fire protection, private water supply is added to the San Bernardino County Fire Protection District Fire Code, to read:

Section 2808.7.2 Pile Fire Protection, Private Water Supply.

Above-ground water storage tanks may be installed when authorized by the fire code official where public water supply is not adequate to meet fire flow requirements. Volume and duration of the required fire flow shall be as determined by the current edition of NFPA 1142.

5. Section 2810.1 General is amended to read:

Section 2810.1 General.

The outside storage of wood pallets and wood composite pallets on the same site as a pallet manufacturing and/or recycling facility shall comply with Sections 2810.2 through 2810.11 and San Bernardino County Fire Protection District Fire Prevention Standards.

6. Section 2810.6 Clearance to property line is amended to read:

Section 2810.6 Clearance to Property Line.

Stacks of pallets shall not be stored less than 26 feet (6,096 mm) of the property line or shall comply with Section 2810.11.

7. Section 2810.7 Clearance to buildings and storage is amended to read:

Section 2810.7. Clearance to Buildings and Storage.

Stacks of pallets shall not be stored less than 20 feet (6,096 mm) from any building

or combustible structure on site, or shall comply with Section 2810.11. Pallets shall not be stored under eaves, canopies or other projections or overhangs of buildings except where protected by an automatic sprinkler system.

8. Section 2810.8 Size and height is amended to read:

Section 2810.8 Size and Height.

Pallet stacks shall be arranged to form stable piles. Individual pallet piles shall cover an area not greater than 400 square feet (37 m²). Pallet stacks and piles shall not exceed 20 feet (4,876 mm) in height.

9. Section 2810.9 Fire hydrant spacing and flow is amended to read:

Section 2810.9 Fire Hydrant Spacing and Flow.

Fire hydrants shall be located at each entrance to the facility and at locations onsite as determined by the fire code official. Fire flow requirements for the site shall be based on a risk analysis and assessment performed by a California licensed fire protection engineer and approved by the fire code official. All water supply sources for fire-fighting shall be reliable and for a sufficient duration.

10. Section 2810.10 Portable fire extinguishers is amended to read:

Section 2810.10 Portable Fire Extinguishers.

A 4A40BC portable fire extinguisher(s) shall be provided within 75 feet (22,860 mm) of any pallet stack or manufacturing area(s).

11. Section 2810.11 Alternative approach is amended to read:

Section 2810.11 Alternative Approach.

Where approved by the fire code official, pallet stacks located closer to a property line or structure than as required by Sections 2810.6 and 2810.7 shall be provided with additional fire protection including, but not limited to, the following:

(1) The storage yard areas and material handling equipment selection, design and arrangement are based on an approved risk assessment.

(2) Automatic fire detection that transmits an alarm to a supervising station in accordance with NFPA Standard 72.

(3) Fire apparatus access roads around all storage areas.

I. The following section of Chapter 56 Explosives and fireworks of the California Fire Code is amended to read:

1. Section 5601.7 Seizure of the California Fire Code is amended to read:

Section 5601.7 Seizure.

The fire code official is authorized to remove or cause to be removed or disposed of in an approved manner, at the expense of the owner, explosives, explosive materials or fireworks offered or exposed for sale, stored, possessed or used in violation of this chapter or of any local ordinance or regulations.

J. Table B105.2 of Appendix B Fire-flow requirements for buildings of the California Fire Code is amended as follows:

1. Table B105.2 Required fire-flow for buildings other than one- and two-family dwellings, group R-3 and R-4 buildings and townhouses of the California Fire Code is amended to read:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate

Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a) The reduced fire-flow shall be not less than 1,000 gallons per minute.

b) The reduced fire-flow shall be not less than 1,500 gallons per minute.

K. The following sections of Appendix C Fire hydrant locations and distribution of the of the California Fire Code are added and amended as follows:

1. Section C102.1 Minimum number of fire hydrants for a building is amended to read:

Section C102.1 Minimum Number of Fire Hydrants for a Building.

The number of fire hydrants available to provide fire protection to a building shall be determined according to the spacing requirements in Sections C103.2 and C103.3.

2. Section C103.2 Average spacing is amended to read:

Section C103.2 Average Spacing.

The average spacing between fire hydrants shall be 300 feet (91 m) apart in industrial, commercial and multifamily development, and 600 feet (183 m) apart in all single-family development. Fire hydrants shall comply with the San Bernardino County Fire Protection District Fire Prevention Standards.

Exception: The average spacing shall be permitted to be increased by 10 percent where existing fire hydrants provide all or a portion of the required fire hydrants.

3. Section C103.3 Maximum spacing is amended to read:

Section C103.3 Maximum Spacing.

The maximum spacing between fire hydrants shall be allowed to be up to 1000 feet (305 m) with the approval of the fire code official where protecting only incidental hazards and not structures.

L. Appendix P Temporary haunted houses, ghost walks, and similar

amusement uses of the California Fire Code is added in its entirety.

III. Addition of Chapter 13, Violations and Enforcement, to the San Bernardino County Fire Protection District Fire Code.

The following Chapter of the San Bernardino County Fire Protection District Fire Code is added to read:

Section 13.1 Explosives, Fireworks, Pyrotechnics, Rockets and Rocket Motors.

(a) It shall be unlawful for any person to manufacture, store, possess, handle, sell, use, launch or create a public display of any explosive, firework, pyrotechnic, rocket or rocket motors except in accordance with this Code.

(b) The storage of explosives and blasting agents is prohibited in residential areas, principal business districts, closely-built commercial areas and heavily-populated areas, except pursuant to California Fire Code Chapter 56 and as permitted by the San Bernardino County Sheriff's Department under Title 4, Division 5 of the San Bernardino County Code.

(c) Unless otherwise permitted, the possession, storage, use, sale and handling of any fireworks is prohibited within the San Bernardino County Fire Protection District.

Exception: The possession, storage, sale, handling and use of fireworks complying with California Code of Regulations, Title 19, and labeled "Safe and Sane" by the California State Fire Marshal, as permitted by local ordinances or municipal codes within incorporated cities or towns.

(d) The fire code official and his designees are authorized to seize, take, remove or cause to be removed, at the expense of the owner, all stocks of fireworks, including but not limited to, Division 1.4G consumer fireworks, as classified pursuant to Title 49 Code of Federal Regulations, possessed, offered or exposed for sale, stored or held in violation of any state or local laws and ordinances.

(e) The use of model and high-power rocket or rocket motors is prohibited

1 within Wildfire Risk Areas as defined in San Bernardino County Fire Protection District
2 Fire Code Section 202 (as amended) except as permitted by the San Bernardino County
3 Fire Protection District.

4 (f) Permits shall be required as set forth in San Bernardino County Fire
5 Protection District Fire Code Section 105 and regulated in accordance with this section.
6 Permits shall be obtained from the San Bernardino County Fire Protection District and the
7 San Bernardino County Sheriff's Department in accordance with Title 4, Division 5,
8 Chapter 2, Section 45.0201 of the San Bernardino County Code to:

9 (1) Manufacture, possess, store, sell, display or otherwise dispose of
10 explosive materials at any location;

11 (2) Transport explosive materials;

12 (3) Use explosive materials;

13 (4) Operate a terminal for handling explosive materials; or

14 (5) Transport blasting caps or electric blasting caps on the same vehicle
15 with explosives.

16 (g) Whenever a new explosive material storage or manufacturing site is
17 established, including a temporary job site, the local law enforcement agency, fire
18 department, and applicable local emergency services entity shall be notified by the person
19 establishing the site 48 hours in advance, not including Saturdays, Sundays, and
20 holidays, of the type, quantity, and location of explosive materials at the site.

21 (h) The fire code official is authorized to cause to be removed or disposed of
22 by trained explosives personnel, at the expense of the owner, explosives, or explosive
23 materials offered or exposed for sale, stored, possessed, or used in violation of this Code.

24 (i) Prior to conducting a public fireworks display, a permit shall be applied for
25 as specified in Section 105.5.44 from the San Bernardino County Fire Protection District,
26 permit fees shall be paid, and plans for the display, inspections of the display site and
27 demonstrations of the display operations shall be approved. A plan establishing
28 procedures to follow and actions to be taken in the event that materials fail to ignite,

1 discharge, or otherwise fail to function over the fallout area shall be provided to the fire
2 code official.

3 **Section 13.2 Acts Including Causing, Aiding and Abetting.**

4 Whenever in this Code any act or omission is made unlawful, it shall include
5 causing, permitting, aiding or abetting such act or omission.

6 **Section 13.3 Enforcement – Purpose and Remedies.**

7 The Board of Directors of the San Bernardino County Fire Protection District has
8 determined that the enforcement of the ordinance(s) that has adopted or amended the
9 San Bernardino County Fire Protection District Fire Code of the San Bernardino County
10 Fire Protection District is an important public service and is vital to the protection of the
11 public's health, safety, and quality of life. The Board of Directors has determined a need
12 for alternative methods of code enforcement and that a comprehensive system is
13 necessary. At the discretion of the District, violations of this Code may be addressed
14 through the institution of a criminal action, civil action, or administrative action
15 (administrative citations and penalties) as set forth in this Code.

16 **Section 13.4 Enforcement Remedies and Penalties are Cumulative and**
17 **Discretionary; Not Exclusive.**

18 All remedies and penalties provided for in this Code shall be cumulative and
19 discretionary and not exclusive of other applicable provisions of this Code or other
20 applicable State law. The conviction and punishment (whether by fine, imprisonment, or
21 both) of any person hereunder pursuant to a criminal action, or the imposition of a
22 monetary administrative penalty pursuant to an administrative citation, shall not relieve
23 such person from the responsibility of correcting, removing, or abating the violation; nor
24 prevent the enforced correction, removal, or abatement thereof by the District, its
25 employees, agents, or representatives. The correction, removal, or abatement of a
26 violation begun after the issuance of a criminal citation or the filing of a criminal complaint
27 shall not be a defense to the infraction or misdemeanor so charged and, following a
28 conviction or plea of nolo contendere, shall not be grounds for the dismissal of the action

or the waiver, stay, or reduction of any fine established in this Code. Further, the procedures established in this Code for the use of administrative citations, and the procedures established in other titles and chapters of this Code for administrative abatement and summary abatement as means for addressing violations of this Code shall be in addition to criminal and civil or other legal or equitable remedies established by law which may be pursued to address violations of this Code. The use of the enforcement remedies in this Code shall be at the sole discretion of the District. In the exercise of such discretion in selecting an appropriate code enforcement remedy, the District shall not be required to institute available code enforcement remedies in any particular order, or to prefer the application of one remedy to another.

Section 13.5 Criminal Actions.

(a) **Criminal penalties for violations.** Any person violating this Code or the provisions of any code adopted and incorporated by reference by this Code, unless as otherwise specified for certain sections, shall be deemed guilty of an infraction or misdemeanor as hereinafter specified.

(1) **Misdemeanor violations.** Upon conviction of a misdemeanor, or upon a plea of nolo contendere (commonly called “no contest”), the penalty shall be a base fine of not less than \$500.00 and not more than \$1,000.00, or by imprisonment in the county jail for a period of not more than six months, or by both such base fine and imprisonment. Any court costs that the court may otherwise be required to impose pursuant to applicable state law or local ordinance shall be imposed in addition to the base fine.

(2) **Infraction violations.** Notwithstanding the foregoing, a misdemeanor violation may be cited, charged, and prosecuted as an infraction. Where so prosecuted, or where specified in a section or chapter of this Code that the violation of a certain section or sections shall be an infraction, then that shall be the type of offense and each such violation shall be punishable, except as otherwise provided herein, upon conviction or upon a plea of nolo contendere (commonly called “no contest”), by: (1) a

base fine not exceeding \$100.00 for a first violation; (2) a base fine not exceeding \$500.00 for a second violation of the same Code section within one year; and (3) a base fine not exceeding \$1,000.00 for each additional violation of the same Code section within one year of the first violation. Any court costs that the court may otherwise be required to impose pursuant to applicable state law or local ordinance shall be imposed in addition to the base fine.

(b) Criminal citations.

(1) If any person is arrested by a District Investigator or any other peace officer or Enforcement Officer authorized to enforce this Code for a violation of any provision of this Code, whether punishable as misdemeanor or as an infraction, and such person is not immediately taken before a magistrate, when authorized by and as more fully set forth in the Penal Code of California, the arresting officer shall prepare in duplicate a written notice to appear in Court, containing the name and address of such person, the offense charged, and the time and place where and when such person shall appear in court.

(2) The place specified in the notice to appear shall be the court of a magistrate before whom the person would be taken if the requirement of taking an arrested person before a magistrate were complied with, or shall be an officer authorized by such Court to receive a deposit of bail.

(3) The officer shall deliver one copy of the notice to appear to the arrested person, and the arrested person, in order to secure release, must give his or her written promise so to appear in court by signing the duplicate notice which shall be retained by the officer. Thereupon the arresting officer shall forthwith release the person arrested from custody.

(4) The officer shall, as soon as practicable, file the duplicate notice with the magistrate specified therein. Thereupon, the magistrate shall fix the amount of bail which in his or her judgment, in accordance with the provisions of Penal Code section 1275, will be reasonable and sufficient for the appearance of the defendant and shall

1 endorse upon the notice a statement signed by him or her in the form set forth in Penal
2 Code section 815a. The defendant may, prior to the date upon which he or she promised
3 to appear in court, deposit with the magistrate the amount of bail thus set. Thereafter, at
4 the time when the case is called for arraignment before the magistrate, if the defendant
5 shall not appear, either in person or by counsel, the magistrate may declare the bail
6 forfeited, and may in his or her discretion order that no further proceeding shall be had in
7 such case.

8 (5) Upon the making of such order that no further proceedings be had,
9 all sums deposited as bail shall forthwith be paid into the San Bernardino County Treasury
10 for distribution pursuant to Penal Code section 1463.

11 (6) No warrant shall issue on such charge for the arrest of a person who
12 has given such promise to appear in court, unless and until he or she has violated such
13 promise or has failed to deposit bail, to appear for arraignment, trial or judgment, or to
14 comply with the terms and provisions of the judgment, as required by law.

15 (7) When a person signs a written promise to appear at the time and
16 place specified in the written promise to appear, and has not posted bail as provided in
17 Penal Code section 853.6, the magistrate shall issue and have delivered for execution a
18 warrant for his or her arrest within 20 days after his failure to appear as promised; or if
19 such person promises to appear before an officer authorized to accept bail, other than
20 the magistrate, and fails to do so on or before the date on which he or she promised to
21 appear, then, within 20 days after the delivery of such written promise to appear by the
22 officer to the magistrate having jurisdiction over the offense.

23 (8) Nothing herein contained shall be deemed or construed to require
24 any arresting officer to issue a citation instead of taking the person arrested before a
25 magistrate as otherwise provided by law.

26 **Section 13.6 Authority to Investigate, Detain, Issue Criminal Citations and Arrest.**

27 (a) District Investigators designated by the Fire Chief/Fire Warden are peace
28 officers pursuant to California Penal Code section 830.37(a):

1 (1) District Investigators shall have full peace officer powers pursuant to
2 that Penal Code Section and shall investigate the cause, origin and circumstances of any
3 fire, explosion or other hazardous condition.

4 (2) District Investigators are authorized to wear and carry authorized
5 firearms, conduct investigative detentions, issue criminal citations and to make arrests
6 pursuant to California Penal Code section 836 for any violation of state law, or violations
7 of this Code or any other referenced code or regulation and to obtain and execute
8 warrants, and to seize and take charge of all physical evidence relating to the fire cause
9 or other crime or circumstance being investigated.

10 **Section 13.7 Civil Actions.**

11 (a) **Injunctive relief and abatement.** At the request of any person authorized
12 to enforce this Code, the County Counsel or District Attorney may commence
13 proceedings for the abatement, removal, correction, and enjoinder of any act or
14 omission that constitutes or will constitute a violation of this Code or of the provisions of
15 any code adopted and incorporated by reference by this Code or any permit issued
16 pursuant to this Code, or any condition(s) of approval for such permit granted pursuant
17 thereto, and for an order requiring the violator(s) to pay civil penalties and/or abatement
18 costs. Where multiple violators are involved, they shall be jointly and severally liable for
19 the civil penalties and/or abatement costs.

20 (b) **Civil Remedies and Penalties.** Any person, whether acting as principal,
21 agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor, or
22 otherwise, who violates any provision of this Code, or any permit issued pursuant to this
23 Code or any condition(s) of approval for such permit granted pursuant thereto, shall be
24 liable for a civil penalty not to exceed one thousand dollars (\$1,000.00) per violation for
25 each day or any portion thereof, that the violation continues to exist. In determining the
26 amount of civil penalty to be imposed, both as to the daily rate and the subsequent total
27 amount for any given violation, the court shall consider all relevant circumstances,
28 including, but not limited to, the extent of the harm caused by the conduct constituting the

violation; the nature and persistence of such conduct; the length of time over which the conduct occurred or was repeated; the assets, liabilities, and net worth of the violator; whether the violator is a corporate entity or an individual; and any corrective action taken by the violator.

(c) **Attorney's fees.** In any civil action, administrative proceeding (excluding administrative citations issued pursuant to Sections 13.8, 13.9, 13.10, or 13.11), or special proceeding to abate a public nuisance, whether by seeking injunctive relief and/or an abatement order, or other order, attorneys' fees may be recovered by the prevailing party and shall not exceed the amount of reasonable attorney's fees incurred by the District in that action or proceeding.

Section 13.8 Administrative Citations and Penalties - General.

(a) Any violation of this Code or of the provisions of any code adopted and incorporated by reference by this Code is subject to enforcement through the issuance of an administrative citation and penalties in accordance with Government Code section 53069.4 and this section. Administrative citations may be issued for any violation of this Code not occurring in the presence of the District Investigator or Enforcement Officer issuing the citation where the issuing officer determines through investigation that the responsible party committed, caused, allowed, or is otherwise responsible for the violation. The following procedures shall govern the imposition, enforcement, collection, administrative review, and judicial review of administrative citations and penalties.

(b) **Definitions.** For the purposes of this Code, certain words are defined as follows:

(1) "Abatement costs" shall mean any and all costs or expenses reasonably related to the abatement or removal of conditions which violate any provision of this Code or the correction of such violation, and shall include, but not be limited to, enforcement, investigation, collection, administrative costs, and attorney's fees.

(2) "Administrative costs" shall mean all costs incurred by or on behalf of the District from the first discovery of the violation of this Code through the appeal

1 process and until compliance is achieved, including but not limited to, staff time in
2 investigating the violation, inspecting the property where the violation occurred, preparing
3 investigation reports, sending notices, preparing for and attending any appeal hearing,
4 telephone contacts, and correspondence.

5 (3) "Administrative citation" shall mean a citation issued pursuant to this
6 Code, stating that one or more violations of this Code has occurred and stating the
7 amount of the administrative penalty to be paid by the responsible party.

8 (4) "Ordinance(s) of the San Bernardino County Fire Protection District,"
9 the "San Bernardino County Fire Protection District Fire Code," and "this Code" shall
10 mean the Ordinance(s) of the San Bernardino County Fire Protection District, including
11 all pertinent provisions of state codes as from time to time adopted and incorporated
12 therein, adopted and enacted by the Board of Directors of the San Bernardino County
13 Fire Protection District, acting pursuant to authority granted under California Health and
14 Safety Code sections 13861, 13869, and 13869.7; or other applicable law.

15 (5) "County" shall mean San Bernardino County and, as it is also known,
16 the County of San Bernardino, a political subdivision of the State of California, as enacted
17 by the State Legislature by the Statutes of California passed at the Fourth Session of the
18 Legislature, Chapter LXXVIII, April 26, 1853.

19 (6) "District" shall mean the San Bernardino County Fire Protection
20 District.

21 (7) "Enforcement Officer" shall mean any San Bernardino County Fire
22 Protection District employee, or agent of the County or District with the authority to enforce
23 any provision of this Code.

24 (8) "Person" shall mean, without limitation, any government entity,
25 natural person, firm, association, club, organization, corporation, partnership, business,
26 business trust, company or other entity, which is recognized by law as the subject of rights
27 or duties.

28 (9) "Responsible party," for the purpose of this Code, shall mean:

1 (A) Each person, other than a minor, who commits or causes a
2 violation of any provision of this Code to occur, exist or continue;

3 (B) Each person who is the parent or legal guardian of the minor
4 person who commits or causes a violation of any provision of this Code to occur, exist, or
5 continue;

6 (C) Each person who has a legal or equitable ownership interest
7 in any parcel of real property located within the unincorporated area of San Bernardino
8 County, within any political subdivision or district that contracts with the San Bernardino
9 County Fire Protection District for fire protection and prevention services, or within those
10 other counties, cities, and towns that ratify this ordinance, and who commits, causes, or
11 otherwise allows the violation of any provision of this Code to occur, exist, or continue on
12 such parcel; and

13 (D) Each person who, although not an owner, nevertheless has a
14 legal right or legal obligation to exercise possession and control over any parcel of real
15 property located within the unincorporated area of San Bernardino County, within any
16 political subdivision or district that contracts with the San Bernardino County Fire
17 Protection District for fire protection and prevention services, or within those other
18 counties, cities, and towns that ratify this ordinance, and who commits, causes, or
19 otherwise allows the violation of any provision of this Code to occur, exist, or continue on
20 such parcel; and

21 (E) In addition to the business entity itself, each person who is an
22 owner of that business entity in those cases in which the commission, occurrence,
23 existence, or continuation of the violation of any provision of this Code is most reasonably
24 attributable to that business entity and not to an employee of that business entity.

25 (c) **Content of Citation.** The administrative citation shall be issued on a form
26 approved by the San Bernardino County Fire Protection District in consultation with
27 County Counsel. The administrative citation form may be tailored to the specific needs of
28 the San Bernardino County Fire Protection District; however, all administrative citations

shall contain the following information:

(1) The name and mailing address of the responsible party.

(2) The administrative citation shall refer to the date(s) and location of the violation and the approximate time(s), if applicable, that the violation was observed.

(3) The administrative citation shall identify each violation by the applicable section number of this Code and by either the section's title or a brief descriptive caption; or by reference to the applicable permit describing the condition violated.

(4) The administrative citation shall describe the action(s) required to correct the violations.

(5) The administrative citation shall require the responsible party to immediately correct the violation where appropriate or otherwise indicate a compliance deadline date and shall explain the consequences of failure to correct the violation.

(6) The administrative citation shall state the amount of the penalty imposed for the violation. Multiple violations may be listed on the same citation form. In the event of multiple violations, the administrative citation shall list the penalty amount for each violation and the total amount of all of the penalties.

(7) The administrative citation shall contain a notation box for the Enforcement Officer to indicate whether or not the citation is issued as a "warning only" and without penalty. The administrative citation shall also include a notation box that may be used by the Enforcement Officer to indicate that the penalty will be waived if the violation is corrected by the compliance deadline date indicated on the citation form.

(8) The administrative citation shall explain how the penalty shall be paid and the time period by which it shall be paid, and the consequences of failure to pay the penalty within this time period.

(9) The administrative citation shall identify all appeal rights and include instructions on how to appeal the citation.

(10) The administrative citation shall contain the printed name and the

signature of the Enforcement Officer issuing the citation and, where reasonably possible to obtain it, the signature of the responsible party (or managing employee if the responsible party is a business entity), if he or she can be located, as set forth in subsection (d) below.

(d) **Service of Citation.**

(1) If the responsible party is present at the scene of the violation, the Enforcement Officer shall attempt to obtain his/her signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.

(2) If the responsible party is a business, and the business owner is on the premises, the Enforcement Officer shall attempt to deliver the administrative citation to the business owner. If the Enforcement Officer is unable to serve the business owner on the premises and the Enforcement Officer can only locate the manager or on-site supervisor, the administrative citation may be issued in the name of the business and a copy given to the manager or on-site supervisor. A copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested, and by first class mail. If a copy of the administrative citation that is sent by certified mail is returned by the United States Postal Service unsigned or marked "unclaimed" and/or "refused", then service by first class mail shall be deemed effective provided it is also not returned by the United States Postal Service.

(3) If a responsible party cannot be located at the property, then a copy of the administrative citation shall be posted in a conspicuous place on or near that property, if practicable, and a copy mailed by certified mail, return receipt requested, and by first class mail, to all responsible parties at their last known addresses as they appear on the last County equalized assessment role, or any other available public records related to title or ownership of the property that is the subject of the administrative citation. If the copy of the administrative citation sent by certified mail to a responsible party is returned by the United States Postal Service with the mail receipt unsigned, or marked "unclaimed" and/or "refused", then service by first class mail shall be deemed effective

provided it is also not returned by the United States Postal Service.

(4) The failure of any responsible party to receive a copy of the administrative citation shall not affect the validity of the proceedings.

(e) **Administrative Penalties**

(1) **General.** Pursuant to Government Code Sections 53069.4 and 25132(c) and unless otherwise provided in this Code, the amount of penalty to be imposed for a violation of this Code and assessed by means of an administrative citation shall be one hundred dollars (\$100.00) for the first occurrence of a violation; five hundred dollars (\$500.00) for the second occurrence of the same violation; and one thousand dollars (\$1,000.00) for the third and each subsequent occurrence of the same violation. Notwithstanding this paragraph, the amount of penalty to be assessed by means of an administrative citation may be established by resolution of the Board of Directors of the San Bernardino County Fire Protection District.

(2) **Multiple Violations.** Notwithstanding the tables of administrative penalties for violations relating to Dangerous Fireworks, Safe and Sane Fireworks, False and Negligent Alarms and those violations defined as egregious violations, when multiple violations of this Code or any provision of a code or standards adopted or incorporated by reference by this Code occur concurrently and are addressed through the Administrative Citation process pursuant to this section, the fire code official may, at his or her discretion, assess administrative penalties in the following manner:

(A) The administrative penalty for the first and second violation occurring concurrently shall be the full penalty as defined by Section 13.8(e)(1).

(B) The administrative penalties for the third and subsequent violations occurring concurrently may be reduced to twenty-five (\$25.00) dollars per violation.

(C) This alternative penalty system shall only apply to the first occurrence within a one-year period.

(3) **Additional Citations.** If the violation is not corrected within the time

limits established in this section, then additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

(A) Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the San Bernardino County Fire Protection District or any other enforcement agency authorized to issue administrative citations.

(B) The penalties assessed shall be payable to the District (or to the District's designated collection/processing agent), or to any enforcement agency authorized to issue administrative citations (or to such agency's designated collection/processing agent) within 30 calendar days from the date the administrative citation is issued.

(C) Except as provided below, any person who fails to pay to the District (or the District's designated collection/processing agent), or to any enforcement agency authorized to issue administrative citations (or such agency's designated collection/processing agent) any penalty imposed pursuant to the provisions of this Code on or before the date that the penalty is due shall also be liable for the payment of any applicable late payment charges as established by the Board of Directors.

(D) The District may collect any past due administrative citation penalty or late payment charge by use of any available means, including without limitation, the recording of a notice of lien, describing the real property affected and the amount of the costs and administrative citation penalties claimed by the District with the Office of the County Recorder. The District may transmit notice of the award of abatement costs and administrative citation penalties, or notice of the judgment thereon arising from a collection or other legal action, to the County Treasurer/Tax Collector who shall place the amount thereof on the assessment role as a special assessment to be paid with County taxes, unless sooner paid. The District may also recover its collection costs. A judgment or award of such costs, penalties or damages may also be enforced in any other

manner provided by law.

(E) The District may also recover its administrative costs incurred in defending the citation at the appeal hearing.

(F) All administrative citation penalties collected pursuant to these provisions shall be deposited into specific funds maintained by or on behalf of the District exclusively for the purpose of funding the enforcement of this Code.

Section 13.9 Administrative Citations and Penalties – Dangerous Fireworks, and Unlawful Use of Safe & Sane Fireworks.

(a) This Section governs, and applies only to, the imposition and enforcement of administrative penalties related to the storage, possession, handling, sale, use, transportation, or public display of those fireworks classified as “Dangerous Fireworks,” and the unlawful use of Safe and Sane Fireworks.

(b) For the purposes of this Section, the term “Dangerous Fireworks” shall be defined pursuant to California Health and Safety Code section 12500, et seq. and shall also include “Safe and Sane” fireworks as defined in California Health and Safety Code Section 12529, which have been modified to act in the same manner as Dangerous Fireworks.

(c) The penalties enumerated in this section shall not apply to Law Enforcement or District personnel acting within the scope of their official duties or to a pyrotechnic licensee when operating pursuant to that license.

(d) The imposition of administrative penalties related to “Dangerous Fireworks” under this Section shall be limited to persons who store, possess, handle, sell, use, transport, or publicly display of any amount (gross weight including packaging) of such Dangerous Fireworks. Any person who stores, possesses, handles, sells, uses, transports, or publicly displays over 25 pounds (gross weight including packaging) of such Dangerous Fireworks may be subject to criminal action.

(e) Administrative penalties collected pursuant to this Section related to “Dangerous Fireworks” shall not be subject to Health and Safety Code section 12706,

which Section provides that certain fines collected by a court of the state be deposited with, and disbursed by, the County Treasurer. However, the District shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal's cost for the transportation and disposal of "Dangerous Fireworks" seized by the District, which costs will be part of any administrative penalty imposed. Unless and until said regulations have been adopted by the State of California, the District shall hold in trust two hundred fifty dollars (\$250) of any penalty collected to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the "Dangerous Fireworks."

(f) Notwithstanding the penalties defined in this Section, administrative citations issued pursuant to this section shall comply with all the requirements of Section 13.8 of this Code.

(g) Each person who violates any provision of this Code relating to the storage, possession, handling, sale, use, transportation, or public display of Dangerous Fireworks shall be subject to the imposition and payment of an increased administrative penalty as provided, below:

(1)

Administrative Penalties for Transportation and Storage of Dangerous Fireworks			
Quantity of illegal or dangerous fireworks	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
1-100 pounds	\$1,500.00	\$125.00	\$1,625.00
Greater than 100 to 500 pounds	\$5,000.00	\$225.00	\$5,225.00
Greater than 500 to 1,000 pounds	\$10,000.00	\$325.00	\$10,325.00
Greater than 1,000 pounds	\$15,000.00	\$425.00	\$15,425.00

(2)

Administrative Penalties for Use of Dangerous Fireworks			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$1,250.00	\$125.00	\$1,375.00
Second	\$2,250.00	\$225.00	\$2,475.00

Three of More	\$3,250.00	\$325.00	\$3,575.00
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(h) Each person who violates any provision of this Code relating to the unlawful storage, possession, handling, sale, use, transportation, or public display of unmodified Safe and Sane fireworks shall be subject to the imposition and payment of an increased administrative penalty as provided in the table below:

(1)

Administrative Penalties for Transportation and Storage of Safe and Sane Fireworks			
Quantity of illegal Safe and Sane Fireworks	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
Less than 10 pounds	\$250.00	\$15.00	\$265.00
Greater than 10 pounds	\$1,000.00	\$25.00	\$1,025.00

(2)

Administrative Penalties for Use of Safe and Sane Fireworks			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$150.00	\$15.00	\$165.00
Second	\$250.00	\$25.00	\$275.00
Three or More	\$350.00	\$35.00	\$385.00

(i) The issuance of an administrative citation pursuant to this section shall not preclude the fire code official or any other person authorized to issue an administrative citation pursuant to this section from seizing any Dangerous Fireworks or unlawfully used Safe and Sane fireworks pursuant to this Code and Health and Safety Code Section 12721.

Section 13.10 Administrative Penalties – Egregious Violations.

(a) Any person who violates Section 13.1 relating to explosives and pyrotechnics or any other violation of this Code or of the provisions of any code adopted or incorporated by reference by this Code that is reasonably determined by the fire code

official to present an immediate or potentially immediate threat to public safety, shall be subject to the imposition and payment of an increased administrative penalty as provided in the table below:

Administrative Penalties for Egregious Violations			
Number of Occurrences in a 1-Year Period	Amount of Administrative Penalty	Late Charge	Total Amount of Penalty Plus Late Charge
First	\$250.00	\$25.00	\$275.00
Second	\$750.00	\$75.00	\$825.00
Three or More	\$1,250.00	\$125.00	\$1,375.00

(b) For the purposes of this Section, each instance of a violation may be considered a separate violation subject to a separate penalty. However, multiple violations cited during a single occurrence or inspection shall not each be considered a separate occurrence incurring a higher penalty amount. EXAMPLE: During a first inspection, two required exit doors are found to be chained and the dance hall is overcrowded. An administrative citation may be issued for three (3) counts of egregious violations at \$250.00 each, rather than three (3) counts each at \$250.00, \$750.00, and \$1,250.00 respectively.

Section 13.11 Administrative Remedies and Penalties For Nuisance Fire Alarms.

(a) Any person identified in this Section who causes or allows to be caused a nuisance fire alarm shall be subject to the remedies identified in this section. For purposes of this Section, a “nuisance fire alarm” is any fire alarm signal that has resulted in an emergency response where there is no evidence of an actual emergency.

(b) An administrative penalty may be imposed against the owner of a premises on or in which a nuisance fire alarm has originated, on each occurrence after the third occurrence at a single premises.

(c) An administrative penalty may be imposed against the owner of a premises if the owner fails to return proof of service/repair of the equipment within fifteen (15) days after receiving written notice from the fire code official ordering the correction of a

nuisance fire alarm.

(d) If the fire code official determines that the nuisance fire alarm was directly caused by an onsite employee or representative of the fire alarm contractor during the course of testing, maintenance or repair, the nuisance fire alarm shall be counted against the owner of the premises.

(e) In lieu of, or in addition to, the administrative penalties listed above, the fire code official is authorized to order the owner of a premises to:

(1) Silence an activated fire alarm system, have corrective action taken and thereafter reset it.

(2) Disconnect or deactivate the fire alarm system until corrective actions can be taken.

(3) Institute a fire watch pursuant to Section 901.7 of the California Fire Code in the event a fire alarm system is disconnected or deactivated, until corrective action is taken. The owner is responsible for paying all costs associated with establishing a fire watch.

(f) Notwithstanding the provisions of Section 13.8 no administrative citation shall be imposed for the first three (3) nuisance fire alarms at the same premises during each calendar year.

(g) An occurrence of a nuisance fire alarm shall not result in the imposition of an administrative penalty if the nuisance fire alarm was caused by the malicious causes beyond the control of the owner unless the fire code official has given prior written notice to the owner to provide reasonable safeguards against additional nuisance fire alarms and the owner has failed to comply with that notice.

(h) Administrative Penalties. Any person who violates any provision of this Section shall be subject to the imposition and payment of an administrative penalty as provided in the table below:

Administrative Penalties for False or Nuisance Fire Alarms			
Number of Occurrences	Amount of Administrative	Late Charge	Total Amount of Penalty

in a 1-Year Period	Penalty		Plus Late Charge
Four to Five ¹	\$100.00	\$10.00	\$110.00
Six to Seven	\$200.00	\$20.00	\$220.00
Eight or More	\$500.00	\$50.00	\$550.00

1. This penalty shall also apply to any occurrence of Sections 13.5(a)(1)(B), 13.5(a)(1)(c), and 13.5(a)(2)(B).

Section 13.12 Appeal of Administrative Citations.

(a) **Notice of Appeal.** Any person in whose name an administrative citation has been issued may appeal the administrative citation by filing a written notice of appeal with the District. If the District has designated a processing agent, then the responsible party shall file his/her written notice of appeal with the designated processing agent. The written notice of appeal must be filed within 20 calendar days of the date the administrative citation was served in a manner set forth in subsection (d) of this Section. The written notice of appeal shall be filed together with an advance deposit, consisting of a cashier's check, for the full amount of the penalty stated on the administrative citation; unless the District has issued an advance deposit hardship waiver. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation.

(b) **Advance Deposit Hardship Waiver.** Any person intending to appeal an administrative citation and who is financially unable to make the advance deposit as required by this Section may file a written request for an advance deposit hardship waiver with the District. A District-approved form shall be made for this purpose. The written request shall be filed with the District within 10 calendar days of the date the administrative citation was served.

(c) **Advance Deposit Hardship Waiver Evaluation Procedures.** The advance deposit requirement shall be stayed pending a determination by the Fire Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, that a waiver shall not be issued. The Fire Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, may waive the advance deposit requirement and issue a waiver only if the person requesting the

1 waiver submits to the Fire Chief/Fire Warden's attention a sworn affidavit, together with
2 any supporting documents or materials, reasonably demonstrating to the Fire Chief/Fire
3 Warden the person's actual financial ability to submit the deposit in advance of the appeal
4 hearing. The filing of a written request for an advance deposit hardship waiver shall not
5 extend the time limits for appealing an administrative citation. The Fire Chief/Fire
6 Warden, or the Fire Chief/Fire Warden's designee, shall issue a written decision
7 explaining the reason(s) for not issuing the waiver. The written decision of the Fire
8 Chief/Fire Warden, or the Fire Chief/Fire Warden's designee, shall be final. In the event
9 a waiver is not issued, the person intending to appeal must remit the advance deposit
10 with a written notice of appeal as herein provided.

11 (d) **Contents of Notice of Appeal.** The notice of appeal shall be submitted on
12 District-approved forms and shall contain the following information:

13 (1) A brief statement setting forth the appealing person's (hereinafter
14 "appellant") interest in the proceedings;

15 (2) A brief statement of the material facts which the appellant claims
16 supports his/her contention that they did not commit, cause, or otherwise allow a violation
17 of one or more provisions of this Code to occur, exist, or continue as alleged in the
18 administrative citation at issue; or he/she is not a responsible party as defined at Section
19 13.8(b)(9) of this Code.

20 (3) A mailing address at which the appellant agrees that notice of any
21 additional proceeding or an order relating to the imposition of an administrative citation
22 penalty, shall be received and accepted by the appellant by First Class Mail.

23 (4) The notice of appeal must be signed and dated by the appellant.

24 (e) **Administrative Hearing.** The resolution of an appeal of an administrative
25 citation issued under the authority of this Code shall be by an administrative hearing
26 conducted according to the procedures set forth in this section. Upon the District's
27 designated processing agent's receipt of a timely, written notice of appeal from the
28 appellant, an administrative hearing shall be held as follows:

1 (1) **Hearing Date.** The date of the hearing shall be set for a date that is
2 no later than 60 days from the date the notice of appeal is received by the District's
3 processing agent.

4 (2) **Notice of Hearing.** Notice of the administrative hearing shall be
5 given to the appellant at least 10 calendar days prior to the hearing. The notice may be
6 delivered to the appellant or mailed by first class mail to the address listed in the notice
7 of appeal. Neither personal service nor service by certified mail shall be required.

8 (3) **Hearing Officer.** The administrative hearing shall be held before the
9 Fire Chief/Fire Warden, or the Fire Chief/Fire Warden's designee. The Hearing Officer
10 shall not be the Enforcement Officer who issued the administrative citation or his/her
11 immediate supervisor. The Fire Chief/Fire Warden, through the District's contracting
12 process, may contract with a qualified provider for administrative processing and
13 collection services to provide hearing officers to conduct administrative hearings and
14 process administrative citations, including the collection of payment of administrative
15 citation penalties.

16 (4) **Conduct of the Hearing.**

17 (A) The Hearing Officer shall not be limited by the technical or
18 formal rules of evidence. The District shall bear the burden of proof at the administrative
19 hearing to establish the existence of a violation of this Code by a preponderance of the
20 evidence. The Hearing Officer shall have the discretion to exclude evidence if its
21 probative value is substantially outweighed by the probability that its admission will cause
22 an undue consumption of time. The Enforcement Officer establishing or confirming the
23 occurrence or existence of a violation of this Code shall be deemed the complaining or
24 reporting party. Personal or other identifying information regarding any other reporting
25 party shall be deemed both irrelevant and subject to the federal and state constitutional
26 rights of privacy; and, therefore, shall not be subject to review or disclosure.

27 (B) If the appellant fails to appear at the administrative hearing,
28 the Hearing Officer shall make his/her determination based on the information contained

1 in the Enforcement Officer's case file and the appellant's notice of appeal.

2 (C) Provided that proper notice of the administrative hearing has
3 been served as required by this or other applicable chapters of this Code, an appellant
4 who fails to appear at the administrative hearing shall be deemed to have waived each of
5 the following: the right to such hearing, the adjudication of issues presented at the
6 hearing, and any and all rights afforded to the appellant under this Code. The appellant
7 shall also be deemed to have failed to exhaust his/her administrative remedies.

8 (D) The only evidence that shall be permitted at the administrative
9 hearing and considered by the administrative Hearing Officer in reaching a decision, is
10 that evidence which is relevant to the proof or disproof of:

11 (i) Ownership of the subject property, when applicable;

12 (ii) Whether a person noticed by the District as a
13 responsible party is, in fact, a responsible party;

14 (iii) Whether a violation of this Code occurred and/or
15 continues to occur on the date or dates specified in the administrative citation;

16 (iv) Whether the responsible party has committed, caused,
17 maintained, or permitted a violation of this Code on the date or dates specified on the
18 administrative citation.

19 (f) **Hearing Officer's Decision.**

20 (1) After considering all the testimony and evidence submitted at the
21 hearing, the Hearing Officer shall promptly issue a written decision ("Administrative
22 Citation Appeal Ruling") to uphold or cancel the administrative citation and shall list in the
23 decision the reasons for that decision.

24 (2) If the Hearing Officer determines that the administrative citation
25 should be upheld, then the amount of the penalties set forth in the citation shall not be
26 reduced or waived for any reason. This Subsection shall not apply to "warning only"
27 administrative citations or to any administrative citation that indicates on its face that the
28 penalty will be waived if the violation is corrected by the deadline compliance date and

1 the violation is so corrected.

2 (3) If the administrative citation has been upheld, the Hearing Officer
3 may allow payment of the administrative penalty in installments, if an advance deposit
4 hardship waiver has been issued to the appellant.

5 (4) If the Hearing Officer overturns the administrative citation, then no
6 penalty shall be assessed and any penalty otherwise deposited with the District, or its
7 designated processing/collection agent, shall be promptly refunded to the appellant.

8 (5) The appellant shall be served with a copy of the hearing officer's
9 written decision either at the conclusion of the hearing or sent by First Class Mail within
10 a reasonable time. The Hearing Officer's written decision shall become final on the date
11 of the hearing unless mailed; otherwise it shall become final on the date of mailing.

12 (6) The Hearing Officer's written decision shall contain instructions for
13 obtaining judicial review of the decision pursuant to Government Code section 53069.4,
14 as that section may be from time to time amended, or the successor provision thereto.

15 (7) If the administrative citation is upheld, the Hearing Officer shall also
16 award the District its enforcement costs and its costs in defense of the citation (including
17 the actual time spent conducting the hearing). An itemized summary of these costs shall
18 be presented to the Hearing Officer by the District within 10 days following the Hearing
19 and mailed to appellant by First Class Mail to the address listed on the Notice of Appeal.

20 (g) **Judicial Review of Administrative Hearing Officer's Decision.**

21 (1) **Notice of Appeal.** Within 20 calendar days of the date of the delivery
22 or mailing of the Hearing Officer's decision to the appellant, the appellant (hereafter
23 "contestant") may contest that decision by filing an appeal to be heard by the Superior
24 Court, and paying to the court clerk the filing fee set forth at Government Code section
25 53069.4, or the successor provision thereto. The failure to file the written appeal and to
26 pay the filing fee within this period shall constitute a waiver of the right to an appeal and
27 the decision shall be deemed confirmed. The contestant shall serve a copy of the notice
28 of appeal in person or by first class mail upon the District.

1 (2) **Conduct of the Superior Court Appeal Hearing.** The conduct of
2 the appeal before the Superior Court is a subordinate judicial duty and may be performed
3 by traffic trial commissioners and other subordinate judicial officers at the direction of the
4 presiding judge of the superior court. The appeal shall be heard de novo, except that the
5 contents of the District's file in the case shall be received in evidence. A copy of the
6 document or instrument of the District providing notice of the violation and imposition of
7 the administrative penalty (i.e., the administrative citation) shall be admitted into evidence
8 as prima facie evidence of the facts stated therein. The court shall request that the
9 District's file in the case be forwarded to the court, to be received within 15 calendar days
10 of the request.

11 (3) **Judgment.** The court shall retain the filing fee regardless of the
12 outcome of the appeal. If the court finds in favor of the contestant, the amount of the fee
13 shall be reimbursed to the contestant by the District. Any deposit of the administrative
14 penalty shall be refunded by the District in accordance with the judgment of the court. If
15 the administrative penalty has not been deposited and the decision of the court is against
16 the contestant and in favor of the District, the District may proceed to collect the penalty
17 pursuant to the procedures set forth in this Code, or in any other manner provided by law.

18 **Section 13.13 Recording of a Notice of Pendency.**

19 (a) Whenever the District institutes a judicial action or proceeding to enforce
20 this Code, a Notice of Pendency of the action or proceeding may be filed with the County
21 Recorder's Office. The notice may be filed at the time of the commencement of the action
22 or proceeding, and upon recordation of the notice as provided in this section, shall have
23 the same effect as a notice recorded in compliance with Section 405.20 of the California
24 Code of Civil Procedure.

25 (b) The County Recorder shall record and index the Notice of Pendency of
26 action or proceeding in the Grantor/Grantee Index.

27 (c) Any Notice of Pendency of action or proceeding filed in compliance with this
28 section may, upon motion of a party to the action or proceeding, be vacated upon an

appropriate showing of need therefore by an order of a judge of the court in which the action or proceeding is pending.

(d) A certified copy of the "Order to Vacate Notice of Pendency" may be recorded with the County Recorder's Office, and upon the recordation, the Notice of Pendency of the action or proceeding shall not constitute constructive notice of any of the matters contained therein nor create any duty of inquiry in any person thereafter dealing with the property described therein.

(e) An "Order to Vacate Notice of Pendency" shall not be appealable, but the party aggrieved by the order may, within 20 days after service of written notice of the order, or within additional time not exceeding 20 days as the court may, within the original 20 days allow, but in no event later than 60 days after entry of the order, petition the proper reviewing court to review the order by writ of mandate.

(f) No "Order to Vacate Notice of Pendency" shall be effective, nor shall it be recorded with the County Recorder's Office, until the time within which a petition for the filing of a writ of mandate has expired in compliance with this section.

Section 13.14 Filing Notice of Action.

Whenever an enforcement action is initiated and prior to filing a Notice of Pendency, the District may, pursuant to Government Code section 27280, file with the County Recorder's Office a Notice of Action identifying the enforcement action taken for violation of this Code or other applicable law.

Section 13.15 Public Nuisance Abatement for Fire Hazards.

Any violation of this Code, the California Fire Code, the San Bernardino County Fire Protection District Fire Prevention Standards, or of the provisions of any code adopted and incorporated by reference by this Code may be deemed a fire hazard by the fire code official and acted upon pursuant to the public nuisance abatement provisions of Chapter 5 of Division 3 of Title 2 of the San Bernardino County Code beginning with Section 23.0503.

Section 13.16 Board of Appeals – Code Application and Interpretations.

1 (a) In order to hear and decide appeals of orders, decisions or determinations
2 made by the fire code official relative to the application and interpretation of this Code
3 (except for administrative citations issued pursuant to Sections 13.8, 13.9, 13.10, and
4 13.11), there shall be an appeals board, namely the applicable Building and Safety Board
5 of Appeal, or, if none exists, the applicable local governing body.

6 (b) **Limitations on Authority.** An application for appeal shall be based on a
7 claim that the intent of this Code or the rules, standards and interpretations adopted
8 hereunder have been incorrectly interpreted, the provisions of this Code do not fully apply,
9 or an equivalent method of protection or safety is proposed. The applicable board of
10 appeals or governing body shall have no authority to waive requirements of this Code.

11 (c) **Qualifications.** The board of appeals shall consist of members who are
12 qualified by experience and training to pass judgment on matters pertaining to hazards of
13 fire, explosion, hazardous conditions or fire protection systems and are not employees of
14 the fire code official.

15 (d) **Appeals Hearings.** Appeals concerning standards of building construction,
16 electrical work, and all fire protection and detection systems shall be heard by the
17 applicable Building and Safety Board of Appeals, or, if none exists, the applicable local
18 governing body.

19 (e) **Request for Hearing.** Any person may appeal the District's interpretation
20 regarding the provisions of the San Bernardino County Fire Protection District Fire Code
21 within 15 days after the date such interpretation is rendered, or after enforcement begins.
22 Unless an imminent hazard to life or property exists, enforcement involving an appealed
23 interpretation may be suspended until a decision regarding the appeal has been reached.

24 (f) **Hearing Procedures.** Within 30 days of the acceptance of an application
25 for an appeal, the County or other county, city, town, or District having jurisdiction shall
26 set the matter for hearing and shall give notice to the appellant, the applicant and to any
27 other party who has requested in writing to be so notified. During the hearing, witnesses
28 may be sworn in and examined and evidence produced, and parties may be represented

1 by counsel. The appropriate appeals board shall keep a record of the proceedings of
2 each hearing and shall issue written findings and a decision within 15 days of the
3 conclusion of the hearing. A written copy of the decision shall be mailed to the parties by
4 first class mail, at such addresses as they have provided.

5 (g) **Fees and Costs.** The District shall act as staff to the Appeals Board, and
6 for that purpose may determine and set fees to charge an appellant to cover the cost of
7 preparation of the record for appeal. A summary of costs shall be compiled and sent to
8 the appellant after all the appeals proceedings have been completed. Any refund due the
9 appellant shall be returned within 60 days after the summary is sent.

10 **Section 13.17 Cost Recovery.**

11 Pursuant to Health and Safety Code sections 11374.5(b)(1), 13009 et seq.,
12 13916(a), 25259.4, 25514, 25515(a), 25540(a), 25541(a), Government Code sections
13 53150, 53151, 53152, 53159(a) & (b), Vehicle Code section 23112.7, and all other
14 provisions of law, all costs incurred by the San Bernardino County Fire Protection District
15 for the inspection and enforcement of any provision of this Code, the investigation of any
16 fire, explosion or other hazardous condition, the suppression of fire, the response to a
17 traffic collision or accident, the containment and/or mitigation of a hazardous materials
18 release, and any rescue or rendering of medical or physical aid or assistance, may be
19 charged to any responsible party, any person who violates this Code, or any person who,
20 due to a negligent or unlawful act or omission, is responsible for or requires or causes the
21 emergency response of this District pursuant to a schedule of fees adopted by the District.
22 Any expense incurred by this District for such an emergency response shall constitute a
23 debt of such person and shall be collectible by the District in the same manner as in the
24 case of an obligation under contract, express or implied.

25 **Section 13.18 Treble Damages.**

26 Upon a second or subsequent civil or criminal judgment for a violation of this Code
27 within a two-year period, the violator shall be liable to the District for treble the abatement
28 costs.

Section 13.19 Order of Precedence.

In the event there is a conflict between the San Bernardino County Fire Protection District Fire Code and the WUI Code as adopted, the order of precedence shall be the San Bernardino County Fire Protection District Fire Code as adopted herein, followed by the WUI Code as adopted herein.

In the event there is a conflict between the San Bernardino County Fire Protection District Fire Code and state law, state law shall prevail.

SECTION 3. The Board of Directors declares that it would have adopted this ordinance and each section, sentence, clause, phrase, or portion of it irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions of it be declared invalid or unconstitutional. If for any reason any portion of this ordinance is declared invalid or unconstitutional, then all other provisions of it shall remain valid and enforceable.

SECTION 4. This ordinance shall take effect 30 days from the date of adoption.

DAWN ROWE, Chair
Board of Directors

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD OF DIRECTORS

LYNNA MONELL, Secretary
to the Board of Directors

By: _____
Deputy Secretary to the Board of Directors

1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF SAN BERNARDINO)

4 I, LYNNA MONELL, Secretary of the Board of Directors of the San Bernardino
5 County Fire Protection District, State of California, hereby certify that at a regular meeting
6 of the Board of Directors of the San Bernardino County Fire Protection District, held on
7 the 19th day May, 2026, at which meeting were present Directors: Col. Paul Cook (Ret.),
8 Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr., and the Secretary, the
9 foregoing ordinance was passed and adopted by the following vote, to wit:

10 AYES: DIRECTORS: : Col. Paul Cook (Ret.), Jesse Armendarez,
11 Dawn Rowe, Curt Hagman, Joe Baca, Jr.

12 NOES: DIRECTORS: None

13 ABSENT: DIRECTORS: None

14 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal
15 of the Board of Directors this 19th day of May, 2026.

16 LYNNA MONELL, Secretary to the Board of Directors
17 of the San Bernardino County Fire Protection District

18 _____
19 Deputy

20 Approved as to Form:

21 LAURA FEINGOLD
22 County Counsel

23 By: _____
24 JOLENA E. GRIDER
25 Deputy County Counsel

26 Date: _____
27
28

State of California**HEALTH AND SAFETY CODE****Section 13869.7**

13869.7. (a) Any fire protection district organized pursuant to Part 2.7 (commencing with Section 13800) of Division 12 may adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal and contained in the California Building Standards Code. For these purposes, the district board shall be deemed a legislative body and the district shall be deemed a local agency. Any changes or modifications that are more stringent than the requirements published in the California Building Standards Code relating to fire and panic safety shall be subject to subdivision (b) of Section 18941.5.

(b) Any fire protection district that proposes to adopt an ordinance pursuant to this section shall, not less than 30 days prior to noticing a proposed ordinance for public hearing, provide a copy of that ordinance, together with the adopted findings made pursuant to subdivision (a), to the city, county, or city and county where the ordinance will apply. The city, county, or city and county, may provide the district with written comments, which shall become part of the fire protection district's public hearing record.

(c) The fire protection district shall transmit the adopted ordinance to the city, county, or city and county where the ordinance will apply. The legislative body of the city, county, or city and county, may ratify, modify, or deny an adopted ordinance and transmit its determination to the district within 15 days of the determination. Any modification or denial of an adopted ordinance shall include a written statement describing the reasons for any modifications or denial. No ordinance adopted by the district shall be effective until ratification by the city, county, or city and county where the ordinance will apply. Upon ratification of an adopted ordinance, the city, county, or city and county, shall file a copy of the findings of the district, and any findings of the city, county, or city and county, together with the adopted ordinance expressly marked and identified to which each finding refers, with the Department of Housing and Community Development.

(d) Nothing in this section shall authorize a district to mandate, nor prohibit a district from mandating, the installation of residential fire sprinkler systems within newly constructed dwelling units or in new additions to existing dwelling units, including, but not limited to, manufactured homes as defined in Section 18007.

(e) Nothing in this section shall authorize a district to mandate, nor prohibit a district from mandating, the retrofitting of existing dwelling units for the installation of residential fire sprinkler systems, including, but not limited to, manufactured homes as defined in Section 18007.

(f) Nothing in this section shall apply in any manner to litigation filed prior to January 1, 1991, regarding an ordinance or regulation which mandates the installation of residential fire sprinkler systems within newly constructed dwelling units or in new additions to existing dwelling units.

(g) This section shall not apply to fire and panic safety requirements for the public schools adopted by the State Fire Marshal pursuant to Section 13143.

(h) (1) A city, county, or city and county that ratifies an ordinance relating to fire and panic safety pursuant to this section shall delegate the enforcement of the ordinance to either of the following:

(A) The chief of the fire protection district that adopted the ordinance, or his or her authorized representative.

(B) The chief building official of the city, county, or city and county, or his or her authorized representative.

(2) Any fee charged pursuant to the enforcement authority of this subdivision shall not exceed the estimated reasonable cost of providing the service for which the fee is charged, pursuant to Section 66014 of the Government Code.

(Amended by Stats. 1993, Ch. 906, Sec. 13. Effective October 8, 1993. Operative January 1, 1994, by Sec. 24 of Ch. 906.)

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



To: Town Council

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

Date: June 4, 2026

Meeting Date: June 16, 2026

Subject: Yucca Valley Aquatic and Recreation Center Project – Town Project 6009
Consultant Services Additional Funds

Recommendation:

That the Town Council approve the contract amendments:

1. Approves an increase in the amount of \$65,000.00/month until project completion to SAFEWORKCM;
2. Approves an increase in the amount of \$9,000.00/month until project completion to Dahlin Architectural; and
3. Approves an increase in the amount of \$40,000.00/month until project completion to HMC Architects.
4. Approves Items #1 through #3 above through project completion or through January 31, 2027, which ever occurs first.

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 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 Prop 68 Project Citizen Advisory Group of their duties.

On March 31, 2020, the Town Council approved the 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 the 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 professional service 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 a professional design agreement 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 21, 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 a 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 \$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 to SAFEWORKCM;
- Approving an increase in the amount of \$18,500.00 for Dahlin Architectural; and
- Approving an increase in the amount of \$131,200.00 to 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, \$79,000.00 to Dahlin.

On August 19, 2025, the Town Council:

- Found that it would be uneconomical to follow purchasing procedures since the supplies are available through multiple existing Government cooperative contracts with the where public agencies, including the State, 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 new year-round aquatics facility consisting of three pools: a 10-lane, 25-yard by 25-meter, swim/lap competitive pool; an 8,300 square foot recreational pool; and a 1,500 square foot 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 37,200 square foot single-story building with a 12,300 square foot natatorium, a 700 square foot wet multipurpose room, a 1,450 square foot activity multipurpose room, 1,370 square feet of office space, and a 9,250 square foot gymnasium. Supporting these program elements are an 850 square foot lobby, locker rooms, restrooms, and storage facilities. Outside the building is ground level parking and a solar panel electrical system.

To ensure compliance with applicable codes and regulations, multiple inspections are required for the variety of the project's special features, such as water slides, reinforcing steel installations, concrete placement, structural masonry and steel fabrications, structural steel field welding, high-strength bolting in concrete and masonry, roofing, and waterproofing. Due to the extension in the project's timeline (18 months to 24 months) and the longer schedule for construction, some additional costs will be incurred as follows:

SAFEWORKCM Construction Management:

Original Contract Amount	\$1,378,157.00
Charges per month until project completion	\$65,000.00

Dahlin Architectural Project Management:

Original Contract Amount	\$726,000.00
Charges per month until project completion	\$9,000.00

HMC Architects Architectural and Engineering Design:

Original Contract Amount	\$2,213,821.00
Charges per month until project completion	\$40,000.00

It should be noted that consultant work continues to be necessary for a brief period of time following construction completion for project close out, including finalization of as-built plans, project documentation close out, and several other standard processes.

Alternatives

No alternatives are proposed at this time.

Fiscal Impact:

The FY24-26 Amended Budget allocates a total project budget of \$51,000,000.00 for the Yucca Valley Aquatic Recreation Center Project which included a total contingency allowance of \$2.94 million. The additional costs for the extended professional services would be accommodated by the contingency allocation within the project budget for professional services and engineering costs. Therefore, a budget amendment is not required. The total contingency spend is as follows:

Project Contingency Balance

Contingency	\$ 2,947,000
WJT Permits	(87,847)d
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
6/16/26 Amendments	
Safework (\$65,000/mo)	(455,000) max
Dahlin (\$9,000/mo)	(63,000) max
HMC (\$40,000/mo)	(280,000) max
Project Contingency Balance	\$ 2,018,922

Attachments

1. Draft - Amendment #3-HMC Agreement - REV 6 5 2026
2. draft-safeworkcm amend 3 yvarc - REV 6 5 2026
3. Draft Amendment 3 Dahlin contract - REV 6 5 2026
4. HMC Group Contract - Fully executed 1.18.22
5. HMC Group Contract - Contract Amendment 12.2022
6. HMC contract amend 2 Nov 2024
7. fully executed-safeworkcm contract signed apr2023
8. Fully Exec SafeWorkCM Amendment #1 - 9 12 24
9. fully exec safeworkcm amend 2 yvarc 3 18 2025
10. Dahlin Executed Contract Aquatic Recreation Cntr Project 7 28 21-reduced
11. Fully Executed Dahlin Group Amendment #1 9 12 2024
12. Fully Exec Amendment 2 Dahlin contract 3 4 2025
13. 12_04_2018 Minutes Pg. 8

14. 03_19_2019 Minutes Pg. 4-5
15. 06_08_2019 Minutes Pg. 7-8
16. 07_23_2019 Minutes Pg. 2-4
17. 12_17_2019 Minutes Pg. 5-7
18. 03_31_2020 Minutes Pg. 4-5
19. 03_02_2021 Minutes
20. 04_20_2021 Minutes Pg. 5
21. 06_22_2021 Minutes Dahlin Contract Award
22. 10_14_2021 Minutes Pg. 1-3
23. 01_18_2022 Minutes HMC Contract Award
24. 12_20_2022 Minutes HMC Amendment 1 Approval
25. 03_21_2023 Minutes SafeworkCM Contract Approval
26. 05_16_2023 Minutes Pg. 7
27. 08_15_2023 Minutes Pg. 6-7
28. 11_07_2023 Minutes Pg. 2
29. 11_21_2023 Minutes Pg. 4
30. 05_07_2024 Minutes Pg. 4-5
31. 07_16_2024 Minutes Dahlin, HMC, SAFEWORKCM Budget Increase Approval
32. 11_05_2024 Minutes HMC Amendment 2 Revision Approval
33. 01_21_2025 Minutes Pg. 3
34. 02_18_2025 Minutes Dahlin, HMC, SAFEWORKCM Budget Increase Approval

AMENDMENT 3
TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 18, 2022,
BY AND BETWEEN TOWN OF YUCCA VALLEY AND HMC ARCHITECTS FOR
ARCHITECTURAL AND ENGINEERING DESIGN 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 16th day of June 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and HMC Architects, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for architectural and engineering design services.

RECITALS

- A. On January 18, 2022, the TOWN and the CONTRACTOR entered into an AGREEMENT for architectural and engineering design services in the amount of \$1,901,421.00 for a term ending with project completion.
- B. 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.
- C. On July 16, 2024, due to extended bidding period for the Yucca Valley Aquatic and Recreation Center Project and the extension of the project construction schedule from fourteen (14) months to twenty (20) months; in addition to the TOWN requesting the design of the steel frame (\$75,200.00); and the pool depth change design (\$13,500.00), an increase of \$131,200.00 is warranted.
- D. Because the Aquatic & Recreation Center project has been extended to December 31, 2026, an increase of \$40,000.00/month until project completion is warranted.

TERMS

- 1. "Section 4 Compensation and Method of Payment," the first paragraph of this section of the original AGREEMENT is hereby amended to read as follows:

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, TWO MILLION TWO HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$2,253,821.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Design Professional'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.

AMENDMENT 3
TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 18, 2022

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

The total compensation for the Services shall not exceed TWO MILLION TWO HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$2,253,821.00), 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
2021/22	\$1,901,421.00	Original Contract Amount
2022/23	\$181,200.00	Amendment 1
2024/25	\$131,200.00	Amendment 2
2025/26	\$40,000.00/month	Amendment 3
TOTAL	To be determined after project completion	

This AMENDMENT provides for a \$40,000.00/month increase to the contract amount for FY2025/26

Except as amended by this AMENDMENT 3, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the PARTIES under this AMENDMENT 3.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT 3 on the date first herein above written.

Town of Yucca Valley

HMC Architects

By: _____
Curtis Yakimow, Town Manager

By: _____
Brad Glassick, Managing Principal

ATTEST:

By: _____
Brooke Dudra, Town Clerk

AMENDMENT 3

**TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023,
BY AND BETWEEN TOWN OF YUCCA VALLEY AND SAFEWORKCM
FOR CONSTRUCTION MANAGEMENT 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 16th day of June 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and SAFEWORKCM, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

RECITALS

- A. On March 21, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for construction management services in the amount of \$830,330.00 for the term until project's completion.
- B. On July 16, 2024, due to extended bidding 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 \$211,947.00 is warranted.
- C. On February 18, 2025, to ensure the success of the ARC project and meet the Town's needs, Staff recommends expanding CONTRACTOR's staffing hours. An increase of \$335,880.00 is warranted.
- D. Because the Aquatic & Recreation Center project has been extended to December 31, 2026, an increase of \$65,000.00/month until project completion is warranted.

TERMS

- 1. "Section 4 Compensation and Method of Payment," the first paragraph of this section of the original AGREEMENT is hereby amended to read as follows:

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B," "Compensation," attached hereto and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$1,378,157.00), plus an additional SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) per month commencing July 1, 2026, and continuing until final Project completion. The total compensation authorized under this Agreement shall increase by \$65,000.00 for each month that services are required beyond June 30, 2026, unless otherwise approved in writing in accordance with Section 26, "Administration and Implementation," or Section 28, "Amendment," of this Agreement.

In accordance with California Government Code Section 8546.7, if the Not-to-Exceed Amount exceeds

AMENDMENT 3
TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023

TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Design Professional's books and records related to this Agreement shall be subject to examination and audit by the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years following final payment under this Agreement.

2. "Exhibit "B" Compensation", paragraph III is hereby amended to read as follows:

The total compensation for the Services shall not exceed ONE MILLION FOUR HUNDRED FORTY-THREE THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS (\$1,443,157.00), 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	\$830,330.00	Original Agreement
2023/24	\$211,947.00	Amendment 1
2024/25	\$335,880.00	Amendment 2
2025/26	\$65,000.00/month	Amendment 3
TOTAL	To be determined after project completion	

This AMENDMENT provides for a \$65,000.00/month increase to the contract amount for FY2025/26.

Except as amended by this Amendment 3, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the PARTIES under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 on the date first herein above written.

TOWN OF YUCCA VALLEY

SAFEWORKCM

By: _____
Curtis Yakimow, Town Manager

By: _____
Michael Villegas, Vice President

ATTEST:

By: _____
Brooke Dudra, Town Clerk

AMENDMENT 3
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021
BY AND BETWEEN TOWN OF YUCCA VALLEY AND DAHLIN GROUP FOR PROJECT
MANAGEMENT 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 16th day of June, 2026, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Dahlin Group, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for project management services.

RECITALS

- A. On June 22, 2021, the TOWN and the CONTRACTOR entered into an AGREEMENT for project management services in the amount of \$628,500.00 for the term until project is completed.
- B. On July 16, 2024, and due to extended bidding period for the Yucca Valley Aquatic and Recreation Center Project an increase of \$18,500.00 is warranted.
- C. On February 18, 2025, due to an extended Construction period for the project from 14 months to 24 months an increase of \$79,000 is warranted.
- D. Because the Aquatic & Recreation Center project has been extended to December 31, 2026, an increase of \$9,000.00/month until project completion 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. The maximum contract amount for Project Management Services ("Contract Sum") shall be SEVEN HUNDRED TWENTY NINE THOUSAND DOLLARS AND ZERO CENTS (\$729,000.00), plus an additional NINE THOUSAND DOLLARS AND ZERO CENTS (\$9,000.00) per month commencing on July 1, 2026 and continuing through final project completion. The Contract Sum shall be adjusted monthly by \$9,000.00 for each month of continued service until the Project is completed, unless modified by subsequent written amendment approved in accordance with Section 2.3.

AMENDMENT 3
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021

This Amendment provides for a \$9,000/month increase to the contract amount for FY2025/26.

Except as amended by this Amendment 3, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 on the date first herein above written.

Town of Yucca Valley

Dahlin Architecture

By: _____
Curtis Yakimow, Town Manager

By: _____
Gregor Markel, Managing Principal

ATTEST:

By: _____
Brooke Dudra, Town Clerk

**AMENDMENT 3
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021**

EXHIBIT "F"

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

TOTAL CONTRACT AMOUNT \$726,000.00 \$9,000.00/month

CONTRACT TERM 06/22/2021 THROUGH COMPLETION

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2021/22	\$628,500.00	Original Agreement
2023/24	\$18,500.00	Amendment 1
2024/25	\$79,000.00	Amendment 2
2025/26	\$9,000.00/Month	Amendment 3
TOTAL	To be determined after project completion	

DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL and ENGINEERING DESIGN SERVICES

By and Between

THE TOWN OF YUCCA VALLEY,
a municipal corporation

and

HMC GROUP
a California Corporation

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF YUCCA VALLEY, CALIFORNIA
AND
HMC Group Inc. *B.G.*

This Agreement for Design Professional Services ("Agreement") is entered into as of this 18th day of January, 2022 by and between the Town of Yucca Valley, a municipal corporation ("Town") and HMC Group, a California Corporation ("Design Professional"). Town and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties", for the following project ("Project"):

Yucca Valley Aquatics and Recreation Center, located at Little League Drive in Yucca Valley, CA, as further described in the Project Scope attached here to as **Exhibit "A"**

RECITALS

A. Town has sought, by request for qualifications and proposals, the performance of the architectural and engineering design services defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a qualification and proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the Town to perform those services.

C. Design Professional was selected by the Town on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the performance of the services required.

D. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Design Professional Services Agreement and the Town Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 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 here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit "A", so as to proceed

with and complete the Services in compliance with the schedule in Exhibit "A". Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

. The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("Term") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in Exhibit "A". The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in Exhibit "B".

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The Town, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

(a) Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

(b) Town-authorized services outside of the scope in Exhibit "A" or Town-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the Town as described below only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Town or the Town's authorized representative, the Town will not be obligated to pay for such service. The foregoing provision notwithstanding, the Town will pay the Architect as described in Exhibit B for Extra Services that the Town or the Town's authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the Town receives confirmation of the request from the Architect.

(c) The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the Town in accordance with terms in Section 3(a) and 3(b):

(i) Making revisions in drawings, specifications, or other documents when such revisions are:

(1) Required to comply with direction from the Town that is substantively different than approvals.

(2) Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.

(3) Due to changes required as a result of the Town's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.

(4) Required to provide services in connection with Change Orders and directive not the fault of the Architect.

(ii) Providing services required because of significant documented changes in a Project initiated by the Town, including but not limited to size, quality, complexity, the Town's schedule, or method of bidding or negotiating and contracting for construction.

(iii) Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

(iv) Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).

(v) Providing deliverables or other items in excess of the number indicated in Exhibit "A". Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the Town that expected deliverables may be in excess of the number indicated in Exhibit "A", so that Town can procure the additional deliverables itself or direct Architect to procure the deliverables at Town's expense or on Town's account at a specific vendor.

(vi) Providing services as directed by the Town that are not part of the Services of this Agreement as defined in Exhibit "A".

(vii) Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

(d) The Hourly Rates provided in Exhibit "A", which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

(e) The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed ten percent (10%).

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Nine Hundred and One Thousand four Hundred and Twenty One dollars with zero cents (\$1,901,421.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Design Professional'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.

(a) Each month Design Professional shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-Design Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Town shall independently review each invoice submitted by the Design Professional to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Design Professional within ten (10) days of receipt with a clear description of the nature of the dispute for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by Town, the Town, in accordance with Civil Code Section 3320, will pay to the prime design professional any progress payment within 30 days of receipt of a

written Design Professional's correct and undisputed invoice, and the final retention payment within 45 days of receipt of a written Design Professional's correct and undisputed invoice. If the Town disputes in good faith any portion of the amount due, it may withhold from the payment an amount not to exceed 150 percent of the disputed amount. The disputed amount withheld is not subject to any penalty. If any amount is wrongfully withheld or is not timely paid, the prime design professional shall be entitled to a penalty of 1 ½ percent for the improperly withheld amount, in lieu of any interest otherwise due, per month for every month that payment is not made.

(c) Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the Town in accordance with this Agreement. Town shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

(d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Town may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Design Professional's work within sixty (60) days after submitted to Town. Town shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional 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 for any purpose at the project site by Town without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to Town all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Town utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to

such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All Final Work Product developed by Design Professional 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 Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Design Professional's work notes and drafts, which are owned by Design Professional, not Town.

Architect agrees that this Agreement creates a non-exclusive and perpetual license for Town to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.

The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Town pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for seven (7) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Town or its designated representative. Copies of such documents or records shall be provided directly to the Town for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

(c) Where Town has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, Town may, by written request, require that custody of such documents or records be given to the Town. Access to such documents and

records shall be granted to Town, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Design Professional 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. Design Professional 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. Design Professional 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) Design Professional 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. Design Professional 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 Design Professional shall at all times be under Design Professional's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to a concern the result of Design Professional's provision of service and not the means, methods, or scheduling of the Design Professional's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Design Professional, nor any of Design Professional'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. Design Professional expressly waives any claim Design Professional may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Design Professional represents 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. Design Professional shall at all times faithfully, competently perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific performance criteria may be

set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of Town and Design Professional 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.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Design Professional 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 Design Professional so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Design Professional 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.

SECTION 14. CONFLICTS OF INTEREST.

(a) Design Professional 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 Design Professional's performance of the Services. Design Professional 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 Town Manager. Design Professional 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.

(b) Town understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of Town relative to such projects. Any future position of Town on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Town understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Town Manager, except as may be required by law. Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Town Manager or unless requested by the Town Attorney of Town, voluntarily provide 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 Design Professional gives Town notice of such court order or subpoena.

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

(c) Design Professional shall promptly notify Town should Design Professional, 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 thereunder. Town retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response. Design Professional shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence

to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, defend and hold harmless, the Town, its officers, officials, and employees from any and all claims, demands, costs or liability that actually arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the Town, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Town, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the Town and shall not exceed the Design Professional's proportionate percentage of fault.

(b) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general liability and automobile liability insurance, Design Professional agrees to indemnify, defend and hold harmless the Town, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the Town, its officers, officials, employees and volunteers.

(c) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional 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 Design Professional and shall survive the termination of this Agreement or this section.

SECTION 17. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Town as to form and

content. These requirements are subject to amendment or waiver if so, approved in writing by the Town Manager. Design Professional agrees to provide Town with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. Town has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the Town. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Town to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Town acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify Town of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

If any designated lead or key person fails to perform to the satisfaction of the Town, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the Town. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to Town interview and approval.

Architect agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Town may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Town.

(c) If either Design Professional or Town fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or Town may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or Town, all property belonging exclusively to Town which is in Design Professional's possession shall be returned to Town. Design Professional shall furnish to Town a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. The Town shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of the written notice of termination to Design Professional.

(e) Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the Town upon written request and at no cost to the Town the following items (hereinafter "Instruments of Service") in an electronic format requested by Town and which the Town shall have the right to utilize in any way permitted by statute:

(i) One (1) set of the Project Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

(ii) One (1) set of fixed images CADD files in DXF format of the drawings that are part of the Contract Documents.

(iii) One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, civil, landscape, utility, aquatics, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

(iv) One (1) Revit (or equivalent) 3D model(s) for all disciplines.

(v) All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement

SECTION 21. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the Town may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional 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 Design Professional is in default, the Town shall hold all invoices and shall,

when the default is cured, proceed with payment on the invoices. 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 Design Professional does not cure the default, the Town may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the Town to give notice of the Design Professional'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.

SECTION 22. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Town, court orders, fires, floods, pandemics, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY TOWN.

All public information, data, reports, records, and maps as are existing and available to Town as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Town:	Town of Yucca Valley Attn: Town Manager 57090 29 Palms Hwy Yucca Valley, CA 92284
----------	--

To Design Professional: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto

against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Town Manager or his or her designated representative. The Town Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Town Manager's contracting authority under the Yucca Valley Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the Town. The Town Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Town Manager's contracting authority under the Yucca Valley Municipal Code. The Town's Town Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Town Manager 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.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and Town prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

[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

LIMC ARCHITECTS
Company Name

By (sig):



By (sig):



By (Print): BRAD GLASSICK

By (Print): MITCHELL CARR

Title: PRINCIPAL

Title: SR VICE PRESIDENT

NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me, _____, personally appeared _____, 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: _____

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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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
Thomas D. Jex, Town Attorney

LIMC ARCHITECTS
Company Name

By (sig): [Signature]

By (sig): [Signature]

By (Print): BRED GLASSICK

By (Print): MITCHELL CARP

Title: PRINCIPAL

Title: SR VICE PRESIDENT

NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.

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 1/24/22 before me, Marissa Rodriguez, Notary Public
(insert name and title of the officer)

personally appeared Bradley Glassick, Mitchell Corp
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)



Design Professional Services Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT
NUMBER OF PAGES
DATE OF DOCUMENT

☐ PARTNER(S) ☐ TITLE(S) LIMITED
☐ GENERAL

SIGNER(S) OTHER THAN NAMED ABOVE

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"
SCOPE OF SERVICES

I. Design Professional will perform the following Services:

The following preliminary scope of services is included as the minimum services required by the Awarded Vendor. The Awarded Vendor will be referred to as the Project Architect (PA), and shall include all design, documentation, and construction administration services necessary to provide the Town with a complete, successful Project.

A. BASIC SERVICES

The following list of professional services are recommended to be included in its RFP:

Demolition phasing and contract documents	Basis of Design for Security / fire alarm
Architectural design	Basis of Design for Energy management
Landscaping design	Interior, furniture, fixtures and equipment design and Procurement
Aquatics design	Signage & graphics design – monument signs and building signage
Civil engineering	Value engineering, life cycle and operations / maintenance program design
Wet and dry utilities design	Cost estimating and scheduling
Joint Trench Engineering and Design	Low-Voltage (audio-visual, telecommunications, internet technology, etc.) including PA and Speaker Systems.
Structural engineering	Participation in commissioning and Project closeout
Mechanical, Electrical and Plumbing engineering	Fundamental Commissioning Agent
Lighting design	Public Presentations
Parking design	Planning Design Review Submittal
Acoustics, noise, and vibration control	
Codes and accessibility compliance	
Waterproofing Design	

B. WORK PLAN

1. ADMINISTRATION AND MANAGEMENT

- a. The PA shall establish a Project organization team to manage the services and shall coordinate and administer all services performed by it and its sub-consultants. The PA shall provide a detailed plan for Project management, communication/ coordination, and quality control to ensure successful and timely completion of the detailed plans and contract documents. Such management activities and controls shall include, but not necessarily be limited to the following:
 - Develop Project documentation necessary to manage the design and engineering process
 - Establish and update time schedules for the completion of document milestones and coordinate these with Town where work is contingent upon Town input
 - Regularly monitor the time expended and quantities and quality of work performed by PA staff and sub-consultants
 - The selected consultant shall attend Town of Yucca Valley Council and Subcommittee Meetings through all phases of this Project until final completion. Please include adequate number of meetings with Town staff and with stakeholder's needed to complete the Project.
 - Submit a proposed Deliverables list for PM's review and approval at the start of each phase
 - The selected consultant firm must submit progress reports with each monthly invoice
- b. The PA shall designate to the Town, a primary contact person for the PA ("Primary Contact") who will be the responsible point of contact for coordination of the Services with the PM throughout the duration of the Project. The PA shall also designate key staff for each of the design disciplines. If changes must be made to the Primary Contact or any key staff due to unavoidable circumstances, the PA shall submit the name(s) of the proposed substitute person(s) and related resume and statements of professional qualifications to the PM in writing for approval by the Town.

- c. Project Architect (PA): The PA will provide to PM a single source of responsibility and control for the Services, including but not limited all services and disciplines listed under Section III-B-1 above and the responsibilities noted in Section vi below. The PA will provide all materials, management, and professional services necessary or required to complete the Services in a timely manner. As the Services progress, Town and PM shall participate in the creative aspects of the Project as well as monitor the program, Services progress, and architectural / engineering disciplines of the PA. Town and/or PM reserve the right periodically to visit the office of the PA and / or its sub-consultants to review the work in progress, provide creative input, and generally assist in resolving design issues.
- d. Town Consultants: Town and/or its PM may retain consultants/contractors under separate direct contract. PA shall cooperate and coordinate its work with all Town and/or PM consultants, which may include any of the following:
- Materials / Soils Deputy and/or Special Inspection and Testing
 - Hazardous Materials Testing / Monitoring
 - Geotechnical Engineering, Investigation and Reporting
 - Project / Documents Controls System Providers (if required)
 - Project Website Administration (if required)
- e. Milestone Reviews: PM will conduct periodic and milestone in-progress reviews of PA's design and engineering, at the dates and times designated by PM. During the Conceptual Design, Schematic Design, and Design Development Phase, Town may assign one or more points of contact of its own to each major area and/or discipline of the Project to coordinate input and creative direction from Town. Informal periodic review meetings and design workshops may be scheduled by Town and/or its PM to facilitate the resolution of design issues.
- Formal reviews and progress submittals will be required, at a minimum, at the completion points for Conceptual Design, Schematic Design, and Design Development phases of work. Review meetings may be broken into separate Project components such as architecture or site landscape, water features, lighting, or signage and graphics, etc. Progress submittals

and/or all other documents that are required to perform the Phase I Services for this Project will be reviewed and returned with comments at periodic scheduled reviews with the PA and its appropriate key staff and sub-consultants. After receipt and review, Town's comments, Project team stakeholders, and/or its PM's comments, will be incorporated into the next scheduled release of the Work.

- In addition to the formal reviews and progress submittals, informal progress design review meetings or conference calls covering one or more disciplines may be held when deemed necessary by the PM during the Conceptual Design, Schematic Design, and Design Development Phases. Moreover, PM or any of its personnel or consultants may visit the PA and its sub-consultants' offices to help resolve design issues on an as needed basis.
- With every progress submittal, PA will meet with PM to complete a page turn review.
- Authorization to proceed to each next phase (Conceptual, Schematic, Design Development, Construction Documents) of work will be issued in writing by the PM to the PA and may be withheld for one or more other disciplines depending on their progress and acceptance thereof at Town's sole discretion.

f. PA's Responsibilities: PA's responsibilities include providing the management, organization, resources, and talent to achieve the design, budget, coordination, and scheduling goals of this Project. Those responsibilities include, but are not limited to:

- Research
- Meetings, including submitting meeting minutes after every meeting, indicating what transpired during the meeting and any decisions made in the discussion
- Direction of the work of PA's personnel and sub-consultants
- Document control services for the PA and sub-consultant team
- Seek input from the Town's and PM's Design and Construction Team
- Coordination with PM and/or Town Consultants
- Coordination with Town vendors and/or other Project stakeholders
- Provide and maintain a listing of team members and their

qualifications, including subconsultant team members

- g. Document Standards: All conceptual and schematic design work shall be produced in SketchUp, Revit or other appropriate compatible 3D modeling and visualization software. All construction documents shall be prepared in Revit or compatible BIM software, and / or AutoCAD or compatible electronic drafting software, capable of exporting a .DWG compatible file for the Town's uses. Any recommendations to Town on changes to the standards must be made to PM in writing within two weeks of the execution of the Agreement, and are subject to discretionary acceptance and approval by Town and/or PM.
- h. Codes: The PA shall verify code compliance of the design with all applicable rules, regulations, codes, orders and/or laws applicable to and/or affecting the Project in any way including, without limitation, those of the agencies of the Town, County, and State, or other jurisdiction having review and approval authority over the final Project work.
- i. Project Website: The Town intends to deploy information about the Project on its website for collaboration with external stakeholders, to provide progress updates and general information about the Project. The PA will assist with the development of content and provide graphics for use on the Town website.
- j. PA Recommendations: PA will make recommendations to PM regarding any investigations, surveys, tests, analyses, and reports that are deemed necessary and required by the PA and its sub-consultants or Town's or PM's consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing delay to the Project.
- k. Document Submittals to Town: Regular document submittals from PA will be sent to PM by electronic mail in PDF format, BIM File, CAD File and / or via the most time appropriate delivery service as applicable. The date of transmission will be the triggering date to establish a time of a response, if any. Submittals provided after 2:00 PM on a given day will be

considered received the following work day.

- l. Milestone Submittals to Town; at each required milestone submittal, documents will be sent to PM by electronic mail in PDF format. PA will meet with Town Staff and PM for a Page Turn Session to walk through the submitted drawings / documents. Drawing Submittals will be reviewed by Town Staff and PM, comments provided in an organized manner, and returned to PA in an expeditious manner.
- m. Requests for Information: Architect shall submit all requests for information to PM as soon as information is required. Requests shall be made by e-mail. The date of transmission will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as PA also submits the requests in an email. The PA will indicate the appropriate priority of each Request.
- n. Value Engineering: Value Engineering is an integral part of the design process and is accomplished in conjunction with estimating during the preparation of design documents. PA shall consider relevant alternatives within the Project design to optimize and balance capital, constructability, ease of operation and maintenance, utility, and life cycle costs, and advise Town and PM during all phases on a continuous and timely basis to make value determination on best and most economical methods, materials, systems, and equipment to be used in the Project.
- o. Cost Estimation: PA shall submit a A/E opinion of probable construction costs, in the requisite level of detail and with an appropriate contingency for the level of design, with each milestone design submittal. Cost estimate updates shall be provided at:
 - SD – 3 ROM Estimates – one per option
 - DD - 50%, and 100% completion of each phase of design.
 - CD - 60% and 90 % completion of each phase of design.
 - 100% CD / BID SET - update to 100% estimate / final engineers estimate for bid and construction

- p. **Schedule:** PA shall submit an opinion of probable Contract Time, in the requisite level of detail and with an appropriate contingency for the level of design, with each design submittal. In addition, PA shall submit regular schedule updates as requested by Town or PM as necessitated by changes in the Project schedule, but at least on a monthly basis during the Project design and permitting process.
- q. **A/E Contract Progress Monitoring and Reporting:** The PA shall submit a monthly progress report with an updated detailed schedule and budget trend / budget balance detailing the current contract, invoicing to date, work in progress since latest invoice, current contract balance and Projected budget balance trend. Any issues that may impact the budget shall be identified in each report. Reports shall be submitted with each invoice.
- r. **Proprietary or Sole Source Specifications:** All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by Town and PM.

C. SERVICE PHASES, PHASE EXPECTATIONS AND DELIVERABLES

1. SERVICE PHASES

Service Phases: The Scope of Services are broken down into the following phases:

- a. **Phase 1** services will include Conceptual and Schematic Design, PA and key A/E Team members shall participate meetings as noted in Scope of Services section.
 - Phase 1A: Project Kickoff
 - Phase 1B: Program Review & Conceptual Design
 - Phase 1C: Schematic Design & Design Review
- b. **Phase 2** services will include Design Development and Construction Documents, and Regulatory Permitting
 - Phase 2A: Design Development
 - Phase 2B: Construction Documents

- Phase 2C: Government Review and Permitting
- c. **Phase 3** services will include Bid Phase Support, Design Services During Construction and Commissioning.
- Phase 3A: Bid Support
 - Phase 3B: Construction Administration
 - Phase 3C: Close out and Commissioning
2. **PHASE 1 – KICK OFF, CONCEPTUAL DESIGN, SCHEMATIC DESIGN**
- a. Phase 1A – Project Kick Off
- PA shall review all existing studies and documentation, verify, and analyze existing program documentation and
 - The PA shall assist with the compilation of estimated conceptual budget, work plan and schedule (anticipated milestones), and validate and accept both, in writing.
 - Design Team shall visit the Site to familiarize themselves with site conditions
- b. Phase 1B – Conceptual Design
- PA shall verify and update the provided Conceptual Master Plan and provide architectural opinions for programming, design character, issues of design and massing, aquatic facility configurations and related considerations.
 - During the Conceptual Design Phase, The PA shall participate in design, budget and schedule reviews of the Conceptual Design documents and related conceptual cost estimate with PM and Town.
 - PA to prepare 2 Conceptual Design Option Packages to include:
 - site plan – conceptual landscape, civil and parking layouts
 - floor plan
 - roof plan
 - natatorium and pool layouts - size, shape, depth, and character of the various bodies of water
 - recreation space layouts
 - rough massing on the site with 3D modeling software
 - Town to review each option and select preferred option to move into Schematic Design

- PA shall lead weekly team meetings with PM, Town Staff and Subconsultants (as needed)
- PA and associated sub-consultants (as needed) shall attend up one presentation to Council / Stakeholder Group as requested by the PM during the conceptual design phase of the Project.
- Based on the program, and information related to the Project as discussed, presented, or otherwise communicated by the PM, the PA will prepare and provide the following Concept Design Phase deliverables:
 - 2 Conceptual Design Package with preferred Site Plan Option
 - Demolition alternatives / recommendations (early separate demolition contractor or demolition combined with final construction documents)

c. Phase 1C – Schematic Design

- During the Schematic Design Phase, PA shall participate in design reviews of the Schematic Design documents and related schematic cost estimate with PM prior to review and by Stakeholder Group and approval by the Town Council.
- PA to provide 3 Schematic Building Designs based on approved Conceptual Design.
 - site plan
 - floor plan
 - roof plan
 - exterior elevations with schematic material representation
 - schematic material imagery board
 - detailed 3D model & snapshots
 - ROM Cost Estimate for each option provided
- PA shall lead weekly team meetings with PM, Town Staff and Subconsultants (as needed)
- PA and associated sub-consultants (as needed) shall attend up two presentations to Council / Stakeholder Group as requested by the PM during the schematic design phase of the Project.
- PA and associated sub-consultants (as needed) shall attend meetings necessary to coordinate with local Authorities Having Jurisdiction to complete Design Development.

- Based on approved Concept Design documents prepared by the PA and Preferred Schematic Elevation Option selected and PM's written authorization to proceed, PA shall provide the following Schematic Design Phase deliverables:
 - 100% Schematic Design Package with preferred Design Option, including:
 - Schematic Fire Access Analysis
 - Schematic Building Plans, Sections, Elevations
 - Schematic Code Analysis and Occupancy/Exiting Plan
 - Schematic Civil Site Grading, Utility, Parking and C3 Plans
 - Schematic Aquatic Pool Layout, Sections and Mechanical Room Layout
 - Schematic Landscape Hardscape and Planting Plans
 - Written Design Narrative for Schematic Structural and MPE systems.
 - 4 renderings of selected Schematic Design
 - Updated ROM Cost for Selected Schematic Design
 - Schedule update
 - Planning Design Review Package

3. PHASE 2 – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

a. Phase 2A – Design Development

- Based on the accepted Schematic Design documents and PM's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems, and performance data. In each case, the associated consultant(s) shall attend meetings as required by the PM.
- During the Design Development Phase, the PA shall participate in technical reviews (Page Turn Meetings) of the Design Development documents and Design Development cost estimate with PM prior to review and approval by the Town at the 50% and 100% completion stages of Design Development.
- PA shall lead weekly team meetings with PM, Town Staff and Subconsultants (as needed)
- PA and associated sub-consultants (as needed) shall attend up one presentation to Council / Stakeholder Group as requested by the PM during the design development phase of the Project

- PA and associated sub-consultants (as needed) shall attend meetings necessary to coordinate with local Authorities Having Jurisdiction to complete Design Development.
- Design Development Deliverables include:
 - 100% Site Development Package (if necessary) with Demolition Plans and Demolition Specifications, including hazardous materials removal and disposal requirements and advanced removal of fundraising elements
 - 50% Design Development Package with Drawings from all Disciplines
 - 50% DD Cost Estimate
 - 100% Design Development Package with drawings from all Disciplines
 - FF & E Design Package – including costs per item
 - Specifications – Table of Contents
 - 100% DD Cost Estimate

b. Phase 2B – Construction Documents

- Based on approved Design Development documents, and on PM's written approval to proceed, PA shall manage and oversee all architectural and engineering disciplines, and specialty sub-consultants for the preparation of Construction Bid Documents by advancing all Design Development deliverables, for the Project required to obtain prime contractors' construction bids, building and regulatory permits, and for use in constructing the Project. Construction Documents shall include, but are not limited to, Building Division submittal, Demolition plans and specifications (either a separate bid package for early demolition phase, or integrated with permanent Project bid documents, as determined through the conceptual / schematic phases above), General and Special Conditions, Entitlement Mitigation Measures Exhibits, Relevant Permit Documents, Standard Plans and Specifications, Warranty, Guarantee and Commissioning Specifications, Complete Construction Drawings including details, reports, solutions, updated opinions of probable cost and time and final technical specifications for all Architectural, Landscape / Irrigation, Aquatic, Structural, Mechanical, Electrical, Plumbing, Fire Protection,

Lighting, Signage and Graphics, Civil, Acoustics and Waterproofing.

- Project Manual
 - All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by Town and PM.
 - All Specifications to be provided in CSI Master Spec format
- PA must process the Construction Documents and Specifications through approving agencies and incorporate all revisions/corrections as necessary to obtain the required approvals from those agencies. PA shall participate in technical reviews of the Construction Documents and cost estimates with PM and Town at the 60%, 90% Construction Document and final 100% CD / Bid Documents stages.
- PA shall sign/seal Drawings and Specifications as required by Public Works and/or, Planning and Building Departments and other regulatory permitting officials, shall assist in resolving issues that may arise during plan check and amend the documents as may be required by the governing authority, and do all things necessary to obtain the building and other required regulatory permits.
- Construction Document Deliverables include:
 - 60% Construction Document Package with Drawings from all Disciplines
 - Draft 100% Full Specifications
 - FF & E Design Draft Package Procurement Package
 - 60% CD Cost Estimate
 - 90 % Construction Document Package with drawings from all Disciplines
 - FF & E Design Package Procurement Package
 - Final 100% Full Specifications
 - 90% CD Cost Estimate
 - 100 % Construction Document Package / Bid Set
 - FF & E Design Package Procurement Package
 - Final 100% Full Specifications
 - 100% CD Cost Estimate Update

- After final review and Town acceptance of the 100% Construction Documents, the PA shall deliver 3 sets of complete construction documents and supporting information package to Town and the PM including an ftp site to download all the CD documentation. Supporting documents shall include, but may not be limited to the following:
 - Project manual
 - Engineering Equipment Manuals
 - Engineering calculations
 - A/E Opinions of Cost & Time
- All sketches, drawings, models, illustrations, specifications, CAD and utility modeling program software, and similar type items, developed by the PA and/or its sub-consultants during the Project, including originals, become the property of Town, and shall be delivered to Town upon completion of services.

4. PHASE 3 – BID, CONSTRUCTION ADMINISTRATION, CLOSEOUT

a. Phase 3A – Bid Support and Contracting Period Services

- The PA shall provide services including, but not necessarily limited to, the following:
 - Issue Construction Documents and bid forms to PM
 - Attend an internal bid process planning meeting with Town PM and stakeholders, and a pre-bid / job walk meeting with PM and prime contractors bidding the contract
 - The PA will assist PM in the preparation of addenda to the Construction and Bid Documents related to questions / issues that arise during the bid process
 - Assist the PM and the prime contractors in obtaining approvals, permits, and licenses, and shall make any such changes and revisions to the Construction Documents as are necessary to obtain all approvals, permits

or licenses for the Project, and shall assist the PM and the prime contractors in appealing adverse decisions

- Following receipt of contractor bids, the PA shall assist Town/PM in:
 - Reviewing prime contractor bids for correctness and completeness
 - Participating in the pre-construction meeting(s)
 - Coordinating and expediting initial prime contractor's start-up submissions such as insurance, bonding, construction, and billing schedules
 - Analyzing and evaluating prime contractors' suggested alternatives, substitutions or value engineering proposals submitted by the prime contractors, and give PM written recommendations for changes in the Construction Documents and construction of the Project because of such consideration

b. Phase 3B – Construction Administration Services

- The Construction Phase shall commence with the award of the contract or contracts, or the portions thereof based on the Construction Documents between the Town and / or PM and any prime contractors for the Project ("Contracts for Construction"). Anticipated Length of Construction – 14 months. PA shall provide Construction Administration Services of the Contracts for Construction. Construction Administration Services shall include, but will not be limited to, the following:
 - Represent, advise, and consult with the PM and Town's Construction Manager (CM) during the administration of the Contract for Construction.
 - Regularly visit the site during the construction phase to become familiar with the progress, acceptability, and quality of the work and to determine if the work is proceeding in accordance with the

Construction Documents. PA agrees that its Principal Contact will be present and make as many site visits as requested by PM during the construction and closeout phases of work. PA shall provide for observation of the construction work as required by Title 24 California Code of Regulations. The PA and its sub-consultants shall review, stamp, and sign in a timely manner all documents requiring approval or for which PA or its sub-consultants are responsible.

- Attend Owner and Contractor (OAC) weekly Project meetings.
- PA will attend on Site Meetings 2x per month. Subconsultants to attend as needed.
- All other weekly meetings can be virtual.

- Independently inform Town of the progress, acceptability, and quality of the work completed and guard the Town against defects and deficiencies in the work, and determine, in general, if the work, as it progresses, is in conformance with the Construction Documents.

- Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of final completion. PA will provide in writing to PM its observations. Prepare Site Observation Reports within three (3) business days after a site visit or sooner if such information to be transmitted is of substantial and immediate importance. PA shall issue reports to the PM, its CM, and prime contractors with copies to the Town related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by PM, and other items of importance that the PA observes during construction.

- Report to the Town and PM known deviations from the Contract Documents and from the most recent construction schedule submitted by the general contractor, PM, or CM.

- The Town intends to utilize the Submittal Exchange Program (specific program to be determined by CM) to expedite and control the processing of all documentation on the Project, specifically the processing of RFI's and coordination of Project Submittals. Training will be provided to the PA and their subs in the utilization of this program which will also be utilized by the selected General Contractor.

- At all times, PA and all its sub-consultants will promptly and expeditiously, render interpretations of the Construction Documents and review, critique, and comment in writing on all shop drawings, materials, samples, schedules, colors, or other submittals necessary for the proper execution or progress of the work. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the PM, its CM, and prime contractors by the Contract Documents. PA shall render written responses and opinions on all claims, addenda, proposals, disputes, and all other matters in question between the PM, its CM, prime contractors, consultants, and others relating to the execution or progress of the work or the interpretation of the Construction Documents to maintain the Project schedule and to assist PM in its pursuit of completing PM's negotiations and completion of the Project. The PA's action shall be taken with such promptness as to cause no delay in the work or in the activities of the Town, PM, its CM, or prime contractors.

- Assist prime contractors, PM, and / or CM in the assembling, reviewing, and submitting to Town of indexed binders (number of copies as required by Town) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors, program manager, or construction manager and transmit same to Town as required by the Contract Documents.

- Prepare documents to specify to what extent maintenance,

warranty and operational information is to be turned over to Town and its operator of the facilities.

- Specify and arrange with the prime contractors, PM, or construction manager for instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance of mechanical, electrical, and other equipment, and the maintenance and care of special finishes and other operational items, all of which shall have been specified within the Construction Documents.
- Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- PA shall answer all requests for information, in writing, generated by the PM, its CM or prime contractors within three (3) business days of receipt of such requests for information.
- When requested by PM, provide written recommendations on all matters in question between PM, its CM or prime contractors relating to the execution and progress of the work or the interpretation of the Contract Documents. The PA shall render to the PM an interpretation, which shall be subject to the approval of the Town. The PA's interpretation shall not be issued to the prime contractors or construction manager until it has been reviewed and approved by the PM. The PA's interpretation, as approved by the PM, shall be binding only for the prime contractors' or construction manager's obligation to proceed with the work. PA shall use its professional efforts to obtain faithful performance of the work by the prime contractors or construction manager. PA shall not be the interpreter of the contract executed by Town and program manager but will, when requested by PM, submit its opinion to the PM as to any concerned or disputed item related to construction work in the

field.

- When requested by PM, the PA shall review for approval prime contractors' or construction manager's submitted Change Order proposals for rendering of opinions as to inclusion or omission from the scope of work covered in the Construction Documents and as to the validity of the estimate of costs.
- Review prime contractors' or construction manager's submission of their Record Drawings, Warranties and Operation and Maintenance Manuals for all systems for approval prior to the issuance of a final Certificate of Payment. In their review, PA and its Sub-consultants shall advise PM of any apparent unacceptable items, problems, and discrepancies between the intent of their work and such Record Drawings. Such review shall not relieve the prime contractors or construction manager of responsibilities for the accuracy or completeness of its work or of the information recorded.
- If requested by PM, PA shall review and assist the PM with the negotiation, as required, of the prime contractors' or construction manager's Change Order proposals and associated labor and material cost to ensure they are reasonable.
- PA shall prepare and submit to the Town and PM all selections of color, textures, and finishes for all required items of the Project in ample time for Town approval before the time such information is needed by the prime contractors or construction manager.
- The PA shall render no extra, compensatory services unless first authorized in writing by the PM.

c. Phase 3C – Closeout & Commissioning Services

As the construction of the Project progresses and no later than 30 days after the final completion thereof, prepare and furnish to PM a set of reproducible As-Designed Record Drawings in PDF and CADD formats showing construction changes in the work and final locations of MEPS, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations, for which Town has a requirement, based on general contractor's or construction manager's Record Drawings, marked up prints, drawings and other data furnished by the prime contractors or construction manager to PA.

II. As part of the Services, Design Professional will prepare and deliver the following tangible work products to the Town:

A. Phase 1 Deliverables

1. Conceptual Design: Based on the program, and information related to the Project as discussed, presented, or otherwise communicated by the PM, the PA will prepare and provide the following Concept Design Phase deliverables:
 - a. 2 Conceptual Design Option Packages to include:
 - site plan – conceptual landscape, civil and parking layouts
 - floor plan
 - roof plan
 - natatorium and pool layouts - size, shape, depth, and character of the various bodies of water
 - recreation space layouts
 - rough massing on the site with 3D modeling software
 - b. Conceptual Design Package with preferred Site Plan Option
 - c. Demolition alternatives / recommendations (early separate demolition contractor or demolition combined with final construction documents)
2. Schematic Design: Based on approved Concept Design documents prepared by the PA and Preferred Schematic Elevation Option selected and PM's written authorization to proceed, PA shall provide the following Schematic Design Phase deliverables:
 - a. 3 Schematic Building Designs based on approved Conceptual Design.
 - site plan
 - floor plan
 - roof plan

- exterior elevations with schematic material representation
- schematic material imagery board
- detailed 3D model & snapshots
- ROM Cost Estimate for each option provided
- b. 100% Schematic Design Package with preferred Design Option, including:
 - Schematic Fire Access Analysis
 - Schematic Building Plans, Sections, Elevations
 - Schematic Code Analysis and Occupancy/Exiting Plan
 - Schematic Civil Site Grading, Utility, Parking and C3 Plans
 - Schematic Aquatic Pool Layout, Sections and Mechanical Room Layout
 - Schematic Landscape Hardscape and Planting Plans
 - Written Design Narrative for Schematic Structural and MPE systems.
- c. 4 renderings of selected Schematic Design
- d. Updated ROM Cost for Selected Schematic Design
- e. Schedule update
- f. Planning Design Review Package

B. Phase 2 Deliverables

1. Design Development: Based on the accepted Schematic Design documents and PM's written approval to proceed, Consultant shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems, and performance data. In each case, the associated consultant(s) shall attend meetings as required by the PM.
 - a. 100% Site Development Package (if necessary) with Demolition Plans and Demolition Specifications, including hazardous materials removal and disposal requirements and advanced removal of fundraising elements
 - b. 50% Design Development Package with Drawings from all Disciplines
 - 50% DD Cost Estimate
 - c. 100% Design Development Package with drawings from all Disciplines
 - FF & E Design Package – including costs per item
 - Specifications – Table of Contents
 - 100% DD Cost Estimate
2. Construction Document Deliverables include:
 - a. 60% Construction Document Package with Drawings from all Disciplines
 - Draft 100% Full Specifications

- FF & E Design Draft Package Procurement Package
- 60% CD Cost Estimate
- b. 90 % Construction Document Package with drawings from all Disciplines
 - FF & E Design Package Procurement Package
 - Final 100% Full Specifications
 - 90% CD Cost Estimate
- c. 100 % Construction Document Package / Bid Set
 - FF & E Design Package Procurement Package
 - Final 100% Full Specifications
 - 100% CD Cost Estimate Update
- d. Complete Project Manual
 - All technical requirements and material, equipment and component specifications for the Project should be developed without using proprietary or sole source specifications unless presented to and accepted in writing by Town and PM.
 - All Specifications to be provided in CSI Master Spec format
- e. After final review and Town acceptance of the 100% Construction Documents, the PA shall deliver 3 sets of complete construction documents and supporting information package to Town and the PM including an ftp site to download all the CD documentation. Supporting documents shall include, but may not be limited to the following:
 - Project manual
 - Engineering Equipment Manuals
 - Engineering calculations
 - A/E Opinions of Cost & Time

C. Phase 3 Deliverables

1. Bid and Support
 - a. Compiled Bid Set with all Drawings and Project Manual
 - b. Addenda preparation and revisions to the Construction and Bid Documents related to questions / issues that arise during the bid process
 - c. For Construction Set to include all revisions from issued Bid Addenda.
2. Construction Administration

- a. Construction Observation / Field Reports
- b. RFI Review and Response – updated drawings as needed
- c. Submittal Review and Approvals
- d. All correspondence, bulletins, drawings, supplemental specifications, addenda etc. necessary to clarify or supplement Construction Documents throughout the construction phase.
- e. Written responses and opinions on all claims, addenda, proposals, disputes, and all other matters in question between the PM, its CM, prime contractors, consultants, and others relating to the execution or progress of the work or the interpretation of the Construction Documents to maintain the Project schedule and to assist PM in its pursuit of completing PM's negotiations and completion of the Project.

3. Project Close Out

- a. Documents to specify to what extent maintenance, warranty and operational information is to be turned over to Town and its operator of the facilities.
- b. Indexed binders (number of copies as required by Town) containing originals of all manuals, brochures, and drawings and warranties needed for operation and maintenance of all systems and the work and shall assemble all written guarantees and warranties from the prime contractors, program manager, or construction manager and transmit same to Town as required by the Contract Documents.
- c. One set of reproducible As-Designed Record Drawings in PDF and CADD formats showing construction changes in the work and final locations of MEPS, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations, for which Town has a requirement, based on general contractor's or construction manager's Record Drawings, marked up prints, drawings and other data furnished by the prime contractors or construction manager to PA.

III. During performance of the Services, Design Professional will keep the Town apprised of the status of performance by delivering the following status reports:

- A. Meeting agenda, minutes, and Field reports as indicated in Exhibit "A"
- B. Milestone Presentations to Stakeholders & Town Council

IV. The tangible work products and status reports will be delivered to the Town pursuant to the following schedule:

- A. Schedule as described in HMC Group submittal document responding to the RFQ/P dated November 29, 2021 shown below.

V. Design Professional will utilize the following personnel to accomplish the Services:

- A. As detailed in HMC Group submittal document responding to the RFQ/P dated November 29, 2021.

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

- A. As detailed in HMC Group submittal document responding to the RFQ/P dated November 29, 2021

NOVEMBER 29, 2021

QUALIFICATIONS AND PROPOSAL FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

TOWN OF YUCCA VALLEY AQUATICS AND RECREATION CENTER

HMC Architects

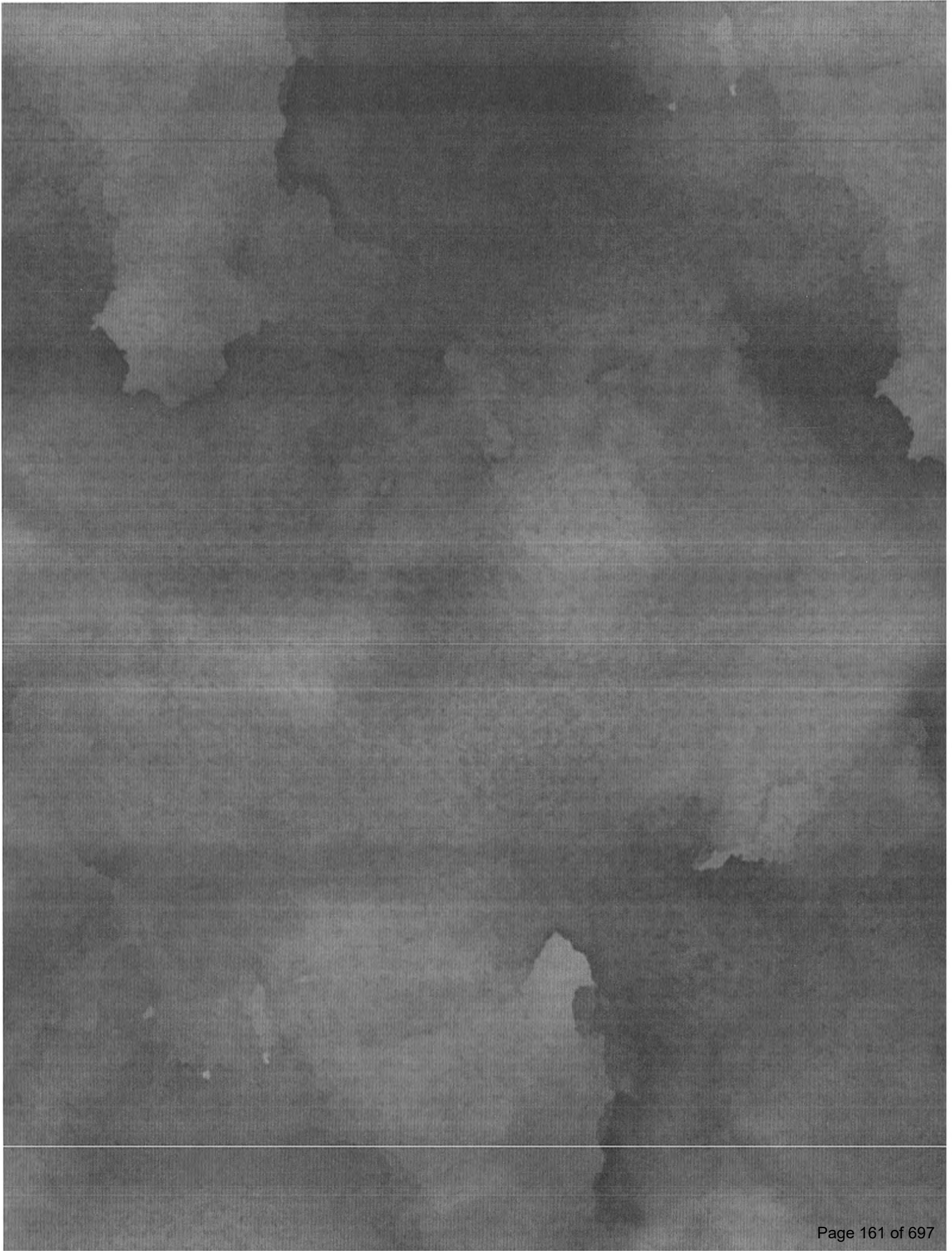


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Splish Splash!

Memories of summer days spent poolside hold a special place in everyone's heart. That's why our team is so passionate about designing these types of projects. We remember — and still enjoy — these special moments that friends and family share at pools. Whether an aquatics center at a community college or a public pool at a town center, we build these facilities with enthusiasm and expertise.

We recognize the importance of recreation to a community's spirit. So, we work hard to ensure these spaces are just as functional as they are fun, testing the waters for ourselves along the way.



Click the link for a video of Principal in Charge, Brad Glassick, testing out our work at El Camino Natatorium.

SECTION A
COVER LETTER

SECTION A

COVER LETTER

“The clear choice was HMC Architects. Their approach to the design was exactly in line with the City of Santee’s goals and setting. HMC has a flare for tailoring to community goals.”

- Bill Maertz, Director of Community Services Department, City of Santee

November 29, 2021

Erica DiCioccio, Project Manager- DAHLIN
 Town of Yucca Valley
 57090 Twentynine Palms Highway
 Yucca Valley, CA 92284

RE: Request for Qualifications/Proposals for the Yucca Valley Aquatics and Recreation Center

Dear Ms. DiCioccio and Members of the Selection Committee:

Belly flops, endless smiles, and the sound of squeaking sneakers have made an indelible impression on those of us who have spent time at a community recreation center. HMC Architects is thrilled by the opportunity to design the Town of Yucca Valley's new Aquatic and Recreation Center because it joins local needs with a passion to create a lasting impact in your community.

The Town of Yucca Valley needs an architect who:

- / **Knows how to listen first, then adapt and help lead.** Your partner should see themselves as an extension of you, help lead the process with you, and advocate for the best ideas possible.
- / **Has extensive recreation experience** and can bring fresh thinking to solve important issues at the nexus of design, function, maintenance, and cost.
- / **Enjoys solving challenges as a team and seeks out innovative solutions.** You want to build an iconic destination for health and wellness, and you need a partner who can fold creative thinking into their deep knowledge of recreational facilities.

The HMC team is uniquely suited to be your partner for the following key reasons:

- / Your Project Architect, **Brad Glassick**, is an industry leader in gymnasium and aquatic design. He is a straightforward communicator who brings integrity, simplicity, and critical thinking to your project.
- / **HMC Architects + Aquatic Design Group** together are time-tested experts throughout the region. **We have completed more indoor aquatic projects together than any team in Southern California.**
- / Your Senior Project Manager, **Brandon Gullotti**, is a specialist in municipal work and will partner with Senior Designer, **Jon Orr**, a creative genius with a passion for gymnasia, health and wellness, and natatoria.

HMC Architects looks forward to joining your team and diving in deep in the new year.

Respectfully submitted,



Brad Glassick AIA, LEED AP
 Principal in Charge

T: (909) 989-9979 / E: brad.glassick@hmcarchitects.com

We acknowledge receipt of Addendum 1, issued November 15, 2021, Addendum 2, issued November 19, 2021.

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SECTION B

COMPANY AND
BACKGROUND

SECTION B

COMPANY AND BACKGROUND



COMMUNITY AQUATICS CENTER AND GYM, LA SOUTHWEST COLLEGE

B Company and Background

Design for Good.

Founded with the purpose of anticipating community needs, HMC aims to create designs that have a positive impact, now and into the future. We focus on opportunities to have the most direct contribution to communities—through civic, healthcare, and education spaces.

Our History and Financial Stability

HMC Architects has worked with civic, education, healthcare, corporate, and institutional clients for **more than eight decades**. Our aim is to create spaces that are inviting, high-performing, sustainable, and human-focused.

Company Profile

Ownership and Incorporation

- / 100% Employee Owned
- / California Corporation, Incorporated 10/14/1959

6 Locations

- / **Ontario, 3546 Concours St, Ontario, CA 91764**
- / Los Angeles
- / San Diego
- / Sacramento
- / San Jose
- / San Francisco

Contact

- / Brad Glassick, Principal in Charge
- / T: (909) 989-9979
- / E: brad.glassick@hmcarchitects.com
- / Address: 3546 Concours St, Ontario, CA 91764

Employees

- / 225 Southern California,
- / 319 California/Nationally

HMC has **319 employees and six offices throughout the state of California**. Our professionals are passionate about putting design to work in service of larger, more meaningful goals. We believe a successful design is one that is central to health and prosperity—**ultimately**

enriching people's lives and the communities we serve. For more information about our financials and our corporate history, please visit our website, www.hmcarchitects.com, or reach out to our Principal in Charge, Brad Glassick.

81 

Years of Design Excellence

319 

Design Professionals

100%

Employee Owned

QR is short for Quick Response. Simply use your cell phone camera to access this link to a short video about our company, values, and history.

Why HMC? We are local experts!



Recreation and Aquatic Design Specialists: HMC's designers are experts in many fields—however, our recreation and aquatic facilities are some of our most well-known and highly praised projects. We have completed more than 200 recreation facilities across both our civic and higher education practices. Our designers specialize in the planning and design of recreation facilities, bringing you best practices learned through decades of experience.



World-Class Service Right in Your Backyard: HMC and our subconsultant team offer world-class experience in aquatic and recreation design, all from offices less than an hour and a half away from Yucca Valley. We can be there with you in person for all major and minor project events, from kick-off meetings to weekly site visits.



Civic Experts: HMC Architects has provided renovation, planning, and design services for more than 50 cities and counties across the state. With 100% of our projects in the public realm, we understand the general requirements and challenges surrounding these projects—constrained budgets, accountability to the constituents, political processes and personalities, and a strong desire to serve the community.



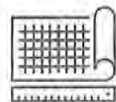
Building Consensus: We are experienced in collaborating with multi-faceted stakeholder groups. From civic and healthcare facilities to PreK-12 and higher education spaces, our projects often involve multiple groups with specific priorities. Each group needs to feel heard and have ownership in the design process and decisions made. In this case, stakeholder groups will range from the recreation center staff and community members to the mayor and city council. We find our interactive workshop process works well to engage groups and make sure no one feels left out in the end.



Graphics Capabilities: HMC has its own in-house graphic department which we refer to as the MediaLab. MediaLab supports HMC's clients, lines of business, practices, and studios. By creating authentic, branded interior environments that are inseparable from the architecture, we help organizations celebrate their culture and tell powerful stories.



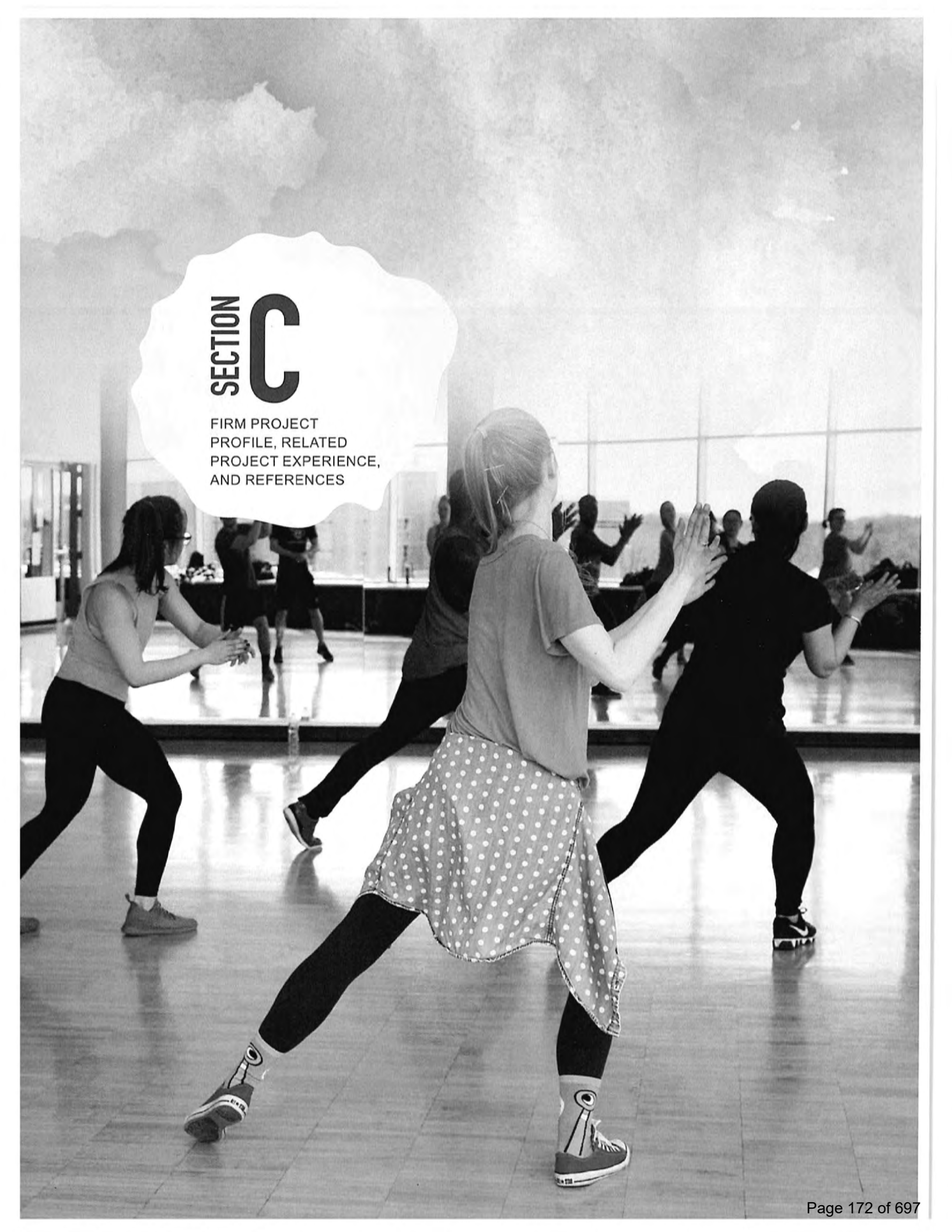
Cost-Effective: We have experience delivering cost-effective, on-schedule projects. All of our projects referenced herein were delivered on budget and on time.



Code Smart: Among the greatest risks to a schedule are unpredictable outcomes with agencies. HMC's extensive experience navigating plan check, project review, and approval processes help alleviate that risk.

Errors, Omissions and Claims

As instructed in Addendum 2, HMC's errors, omissions, and claims are included as Appendix C, on page 81.



SECTION C

FIRM PROJECT
PROFILE, RELATED
PROJECT EXPERIENCE,
AND REFERENCES

SECTION C

FIRM PROJECT PROFILE, RELATED
PROJECT EXPERIENCE AND
REFERENCES

“From day one, it was great working with the HMC project team... They listened to our needs and were very responsive. We had a week-long interactive charrette at the start of the project that allowed us to get in our ideas at the very beginning.”

- Al Davis, Chief of Police,
Town of Mammoth Lakes

C

Firm Project Profile, Related Project Experience and References

Approach to and Experience with Public Projects

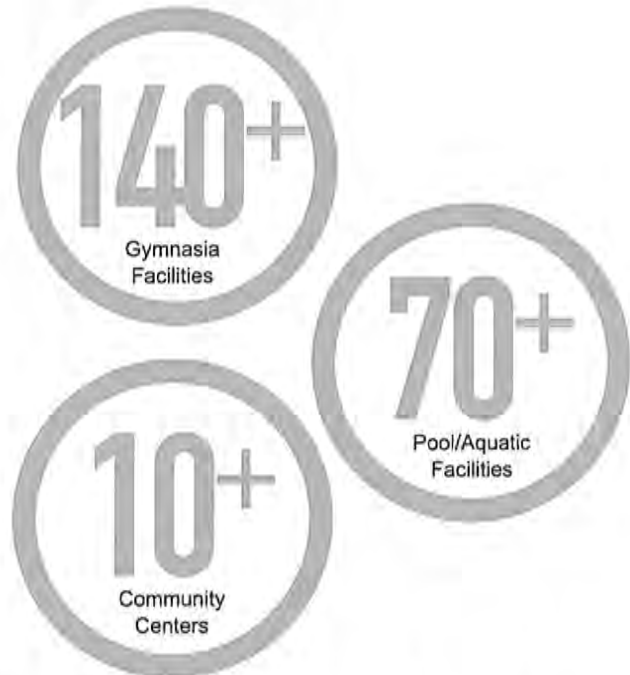
100% of HMC's work is in the public realm, by choice. We're adept at balancing competing interests, building consensus, working with tight budgets, and even tighter schedules. We are experts in public facility design, particularly those with recreation features — **In our 80 plus years of experience, we have completed more than 200 recreation and community facilities.** Decades of working for the public interest has taught us a few things:

1. No two municipalities are the same.

What works well for one, does not necessarily work for another. We'll want to pair our team with yours at the start to learn about your culture and team dynamics, then adapt how we work to best suit your needs. For example, for the City of Mammoth, we structured intense, multi-day design charrettes involving all stakeholders to capture design intent in a short amount of time.



Pictured above: a charrette and early design session between HMC and the Town of Mammoth Lakes



- 2. We need to act responsibly to spend money like it's our own.** While your Aquatics and Recreation Center will serve your community for generations, it must do so consistently over its lifespan. We'll design a building that exemplifies the unique identity of Yucca Valley, and design efficient systems that balance first cost with life-cycle costs.
- 3. Working for a community can be complex and challenging.** We work solely in the public realm by choice because we believe in architecture's ability to positively impact people's lives. We find joy in working hard to find simple solutions to complex problems.

Project Management Expertise

Creativity extends beyond what you see – it can profoundly impact how we work. Your team of Brad Glassick, Principal-In-Charge, and Brandon Gullotti, Senior Project Manager, have **more than 45 years of combined project management experience in the public realm**. They will work seamlessly with you to create a design process routed in best practices of project management and leverage their experience to serve Yucca Valley. These best practices include:

1. Project-first mentality
2. Front load information
3. Courage to communicate
4. Establish scope and objectives
5. Plan to manage and manage the plan
6. Ask for feedback
7. Ensure transparency in the process
8. Expect and accommodate changes
9. Ensure proper documentation
10. Avoid unrealistic milestones
11. Review and reflect on performance regularly

Managing Budget and Schedule

The team assembled for this project, have worked together for decades. This provides two major benefits to Yucca Valley: 1) We each know our role in the process and trust each other to deliver, and 2) We keep choosing to partner because we genuinely enjoy working together. Our relationship transcends a business transaction, delivering consistently high-performing projects throughout the region. This preface sets the stage for your project to maintain budget and schedule. Your team is as well-versed with each other as they are with the building type. No learning curve means less friction and faster delivery. A few examples of this include:

1. El Camino College Gymnasium bid \$1M under budget, twice
2. Fallbrook Education Center's scope was approved through the Division of the State Architect in 5 different packages to accommodate the short 18-month process
3. Cuyamaca College Ornamental Horticulture Project bid on budget and on target through our phased reconciliation exercises

4 Techniques for

MAINTAINING THE SCHEDULE

Develop a Realistic Schedule

There's no point in making promises we can't deliver

Establish Regular Meetings

And get them on everyone's calendar

Identify Decision-Making Authority

It's important to know who has all information and authority to make a decision

Create a Culture of Accountability

Review schedule and upcoming milestones at the outset of every meeting



Communication

As easy as it for us to highlight when we hit budget and schedule, it is important to note sometimes there are misses too. Most misses in budget and schedule can be attributed to miscommunication or misalignment of expectations early on. Years ago, we heard from a client at the end of a meeting: "Who told you that was the site?" (After working for months on it). At the end of schematics, another CM revealed: "The budget we told you was direct cost, not bid-day cost". These situations especially benefit from a team who is quicker to roll up their sleeves to solve an issue than point fingers. Our team has decades of experience working through budget and schedule challenges and will be forthright in asking questions to avoid common pitfalls in communication.

Brad and Brandon will partner with your team at the very beginning to craft a process to ensure all scenarios are considered and voices are heard. Our communication style is friendly and honest. We build rapport and trust with people through straightforward dialogue that is project focused. As your architect, we hope to serve the Town of Yucca Valley longer than the three-or-so years this project will take. Establishing clear lines of communication, getting to know each other as people, and having the courage to raise a hand when needed, will all contribute to the success of your project.



User group meetings are a great way to establish communication and ideas from the beginning of a project. The images above depict Principal in Charge, Brad Glassick, leading a session with our clients at Palomar College for their aquatic and gymnasium project.

Project Experience

Selected Relevant Work

PROJECT / LOCATION	CLIENT	SIZE / COST	YEAR COMPL.	PUBLIC FEATURES	POOL FEATURE	GYMNASIUM/ RECREATION SPACES	STAKEHOLDER INVOLVEMENT
Natatorium & Gymnasium Torrance, CA	El Camino College	135,000 SF (total) / \$58M (total)	2020	✓	✓	✓	✓
Aquatics Complex East Walnut, CA	Mt San Antonio College	58,000 SF / \$103M	2022 (est.)	✓	✓	✓	✓
Athletics Complex San Bernardino, CA	San Bernardino Valley College	85,000 SF / \$51M	2017			✓	✓
Community Recreation Center Mammoth Lakes, CA	Town of Mammoth Lakes	37,000 SF / \$12.9M	2022 (est.)	✓		✓	✓
Health & Wellness Complex Norwalk, CA	Cerritos College	76,000 GSF / \$52M	2020			✓	✓
Gymnasium & Aquatics Complex San Marcos, CA	Palomar College	98,000 GSF / \$67M	2023 (est.)	✓	✓	✓	✓
Gymnasium & Aquatics Complex Irvine, CA	Portola High School	250,000 SF / \$118.5M	2016	✓	✓	✓	✓
Community Center Los Baños, CA	City of Los Baños	34,400 SF / \$10M	2011	✓		✓	✓
Community Center & Gymnasium Irvine, CA	City of Irvine	19,000 SF / \$13M	2015	✓		✓	✓
Liberty Community Plaza Whittier, CA	LA County Community Development Agency	20,000 SF / \$12M	2015	✓		✓	✓
Raul R. Perez Memorial Park & Community Center Huntington Park, CA	Los Angeles USD	4,488 SF / \$3.9M	2011	✓		✓	✓
Quail Hill Community Center Irvine, CA	City of Irvine	19,000 SF / \$7M	2017	✓		✓	✓
Community Center Santee, CA	City of Santee	12,000 SF / \$12M	2023 (est.)	✓		✓	✓

Professional Services Agreement and Acknowledgment of Addenda

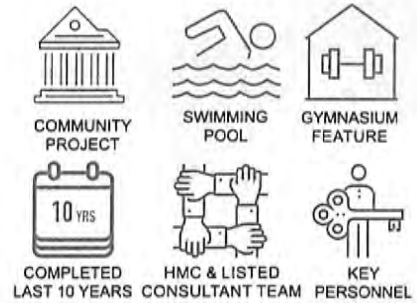
HMC takes no exception to the terms of the agreement; however, we ask that the Town of Yucca Valley please consider the markups and suggestions located in Appendix F, beginning on page 91. We acknowledge receipt of Addendum 1, issued November 15, 2021, Addendum 2, issued November 19, 2021. Our signed acknowledgments can be found in Appendix B, on page 73.

Natatorium & Gymnasium

El Camino College

Relevance

- / This project forms a triad of recreational experiences, between the natatorium, gym, and stadium. A public event space is shared in between the three projects, and creates a shared experience and outdoor rally place for the campus and community.
- / The program consists of a large indoor natatorium space, associated athletics and spectator support functions, fitness studios and weight rooms.
- / The project was awarded the **Community Community College Facility Coalition Award of Merit** in 2017.



Project Details

Status/Completion Date:
09/2020

Procurement Method:
CM Multi-prime

Construction Cost/Value of Services: \$58M (total)/\$4.5M

Key Project Personnel: Brad Glassick, Milad Sarkis, Josh Glavin, Jon Orr, ADG, SBI, MTI

Contact: Rory Natividad, Dean of Athletics (formerly with ECC as Division Dean of Athletics), rnatividad@cerritos.edu, 562.860.2451x2863



Aquatics Complex East

Mt. San Antonio College



COMMUNITY
PROJECT



SWIMMING
POOL



COMPLETED
LAST 10 YEARS



HMC & LISTED
CONSULTANT TEAM



KEY
PERSONNEL

Relevance

- / The Athletics and Aquatics Complex East facility will host state and regional championship-level events, and serve as a space for the community aquatics and gymnasium programs. Once completed, the site will serve as a state-of-the-art aquatic facility for the entire region.
- / The project involved developing a new site for 60-meter and 30-meter pools, with an array of supporting amenities, including two gymnasia, a 2,000-seat elevated grandstand, concessions, 840-space parking lot, and extensive team and public locker room facilities.

Project Details

Status/Completion Date:
In Construction/2022 (est)

Procurement Method:
CM Multi-prime

Construction Cost/Value of Services: \$103M/\$5.9M

Key Project Personnel:
Brad Glassick, ADG, MTI

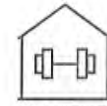
Sustainable Certifications:
LEED Gold

Contact: Gary Gidcumb,
Senior Construction Project
Manager, ggidcumb@mtsac.
edu, (909) 594-5611 x5739



Athletics Complex

San Bernardino Valley College



GYMNASIUM
FEATURE



COMPLETED
LAST 10 YEARS



HMC & LISTED
CONSULTANT TEAM



KEY
PERSONNEL

Relevance

- / The new gymnasium at San Bernardino Valley College is a much-needed addition that will include two NCAA competition gymnasium spaces, athletics and PE locker rooms, exercise and dance facilities, office space and specialized instruction spaces.
- / The project also includes a brand new stadium with 2,500 seats with concessions, ticketing, team rooms, meeting rooms, and athletics storage.
- / The project was awarded the **Western Council of Construction Consumers Exceptional Project Achievement Award** in 2017.

Project Details

Status/Completion Date:
02/2017

Procurement Method:
Lease/Leaseback

Construction Cost/Value of Services: \$51M/\$4.6M

Key Project Personnel:
Brad Glassick, Jon Orr,
Snipes-Dye, SBI, ADG

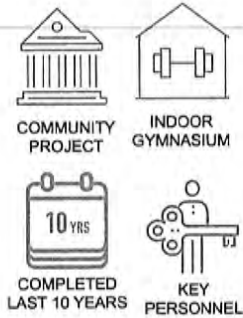
Sustainable Certifications:
LEED Gold

Contact: Scott Stark, Vice
President of Administrative
Services, sstark@sbccd.
cc.ca.us, 909.384.8906



Community Recreation Center

Town of Mammoth Lakes



Relevance

- / The multi-use space features a 26,000 square foot, Olympic-sized ice rink that can be converted to an open-air gymnasium featuring three full-basketball courts, in addition to other sport configurations.
- / This space will also be used for community concerts in the park and farmer's markets that will be attended by thousands of Mammoth residents and tourists.

Project Details

Status/Completion Date:
In Construction/2022 (est)

Procurement Method:
Design-bid-build

Construction Cost/Value of Services: \$10M//\$262K

Key Project Personnel:
Brandon Gullotti

Contact: Haislip Hayes,
Public Works Director, Town
of Mammoth Lakes, hhayes
townofmammothlakes.ca.gov,
760-965-3652



References

At HMC, we pride ourselves on our ability to maintain lasting client relationships. It is our goal to create spaces that fit your needs and continue to serve you for years to come. Our clients trust us to deliver successful projects, reflective in our continued relationships and stellar reviews and recommendations. Please contact our references below to learn more.



Health and Wellness Complex

Cerritos College

Client Contact:

Dan Clauss, Dean of Kinesiology and Athletics (formerly with Cerritos College as Athletic Director), dclauss@saddleback.edu, 949.582.4545

Project Details

Dates: 2014-2020

Services: Programming, Planning, Full Architectural Services, Interior Design

Construction Cost: \$52M

Key Staff: Brad Glassick, Josh Glavin, Jon Orr, Milad Sarkis

Project Description:

A complex of four buildings, the Health Wellness Center functions as the home base for all athletic and physical education activities. The new complex will provide a much needed expansion of laboratory, classroom, office and support spaces tailored to the specialized needs of the robust physical education and athletics program of the college.



Natatorium and Gymnasium

El Camino College

Client Contact:

Rory Natividad, Dean of Athletics (formerly with ECC as Division Dean of Athletics), rnatividad@cerritos.edu, 562.860.2451x2863

Project Details

Dates: 2014-present

Services: Programming, Planning, Full Architectural Services, Interior Design

Construction Cost: \$42M (total)

Key Staff: Brad Glassick, Josh Glavin, Jon Orr, Milad Sarkis

Project Description:

The program consists of a large indoor natatorium space, associated athletics and spectator support functions, fitness studios and weight rooms. This project forms a triad of recreational experiences, between the natatorium, gym, and stadium. A public event space is shared in between the three projects, and creates a shared experience and outdoor rally place for the campus and community.



Project Details

Dates: 2010-2017

Services: Programming,
Planning, Full Architectural
Services, Interior Design

Construction Cost: \$51M

Key Staff: Brad Glassick,
Jon Orr

Athletics Complex

San Bernardino Valley College

Client Contact:

Scott Stark, Vice President of Administrative Services, ss Stark@sbccd.cc.ca.us, 909.384.8906

Project Description:

The new gymnasium will include two NCAA competition gymnasium spaces, athletics and PE locker rooms, exercise and dance facilities, office space and specialized instruction spaces. The project also includes a brand new stadium with 2,500 seats with concessions, ticketing, team rooms, meeting rooms, and athletics storage.

SECTION D

PROJECT
UNDERSTANDING
AND APPROACH

SECTION D

PROJECT UNDERSTANDING
AND APPROACH



QUAIL HILL COMMUNITY CENTER, CITY OF IRVINE

Project Understanding and Approach

Project Understanding

The Town of Yucca Valley is looking for an experienced design team to partner with you to bring creative ideas to envision an iconic recreational facility. You need a team that understands how to leverage climate, context, identity, and budget to provide a facility that reflects who you are today and who you will be tomorrow. The project you want to see will demonstrate architecture that responds to the functional need for recreational space. The project you want to *feel* will inspire you to engage, draw you in and through, and elevate your spirit because you are proud to call it your own.

The HMC Architects team is best suited to be your partner because we know how to craft and manage a municipal design process successfully, have the working style of an easy-going team that loves solving sticky challenges, and have the creativity to seek solutions to questions yet to be asked.

Our role as architects and engineers is to provide the city with written and graphical information to make informed decisions, provide drawings and specifications suitable for bidding and construction, and represent your best interest during construction. We intend to provide professional architecture and engineering services as outlined in the RFP's scope of services and ultimately per our contract with you. We have a proven track record with public entities and contractors based on the quality of our ideas and our documentation. Our bid accuracy is consistently high, and our change order percentage is consistently low. **Please call our references – they will say the same.**

***Pictured left:** HMC's Quail Hill Community Center in Irvine was recently recognized by the California Park & Recreation Society (CPRS) and the U.S. Green Building Council (USGBC) Orange County! The California Park & Recreation Society Award of Excellence recognizes excellence in design of completed aquatic, recreation and cultural facilities intended for public use. The U.S. Green Building Council Most Sustainable Land Plan Award honors the accomplishments in sustainable practices and educates the Orange County public about sustainable places and businesses in the county.*

Approach

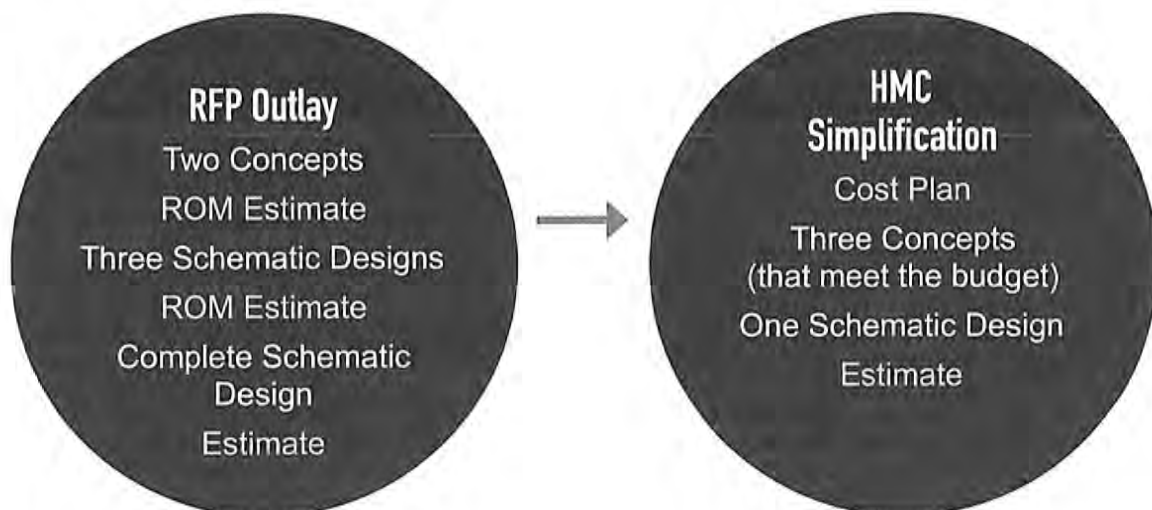
You said that what you need most for this project is a trusted partner: **we hear you.** HMC Architects' first step in our approach as your partner will be to listen. We will fiercely advocate for the best ideas no matter who or where they come from and constantly search for the best value. We base our approach and philosophy around building a trusting relationship with you early on. We recognize we are part of a team you have already started to create. We have the awesome task of translating your hopes and dreams into a place for residents to be proud to call their own. It sounds daunting, but trust us, it will be a lot of fun!

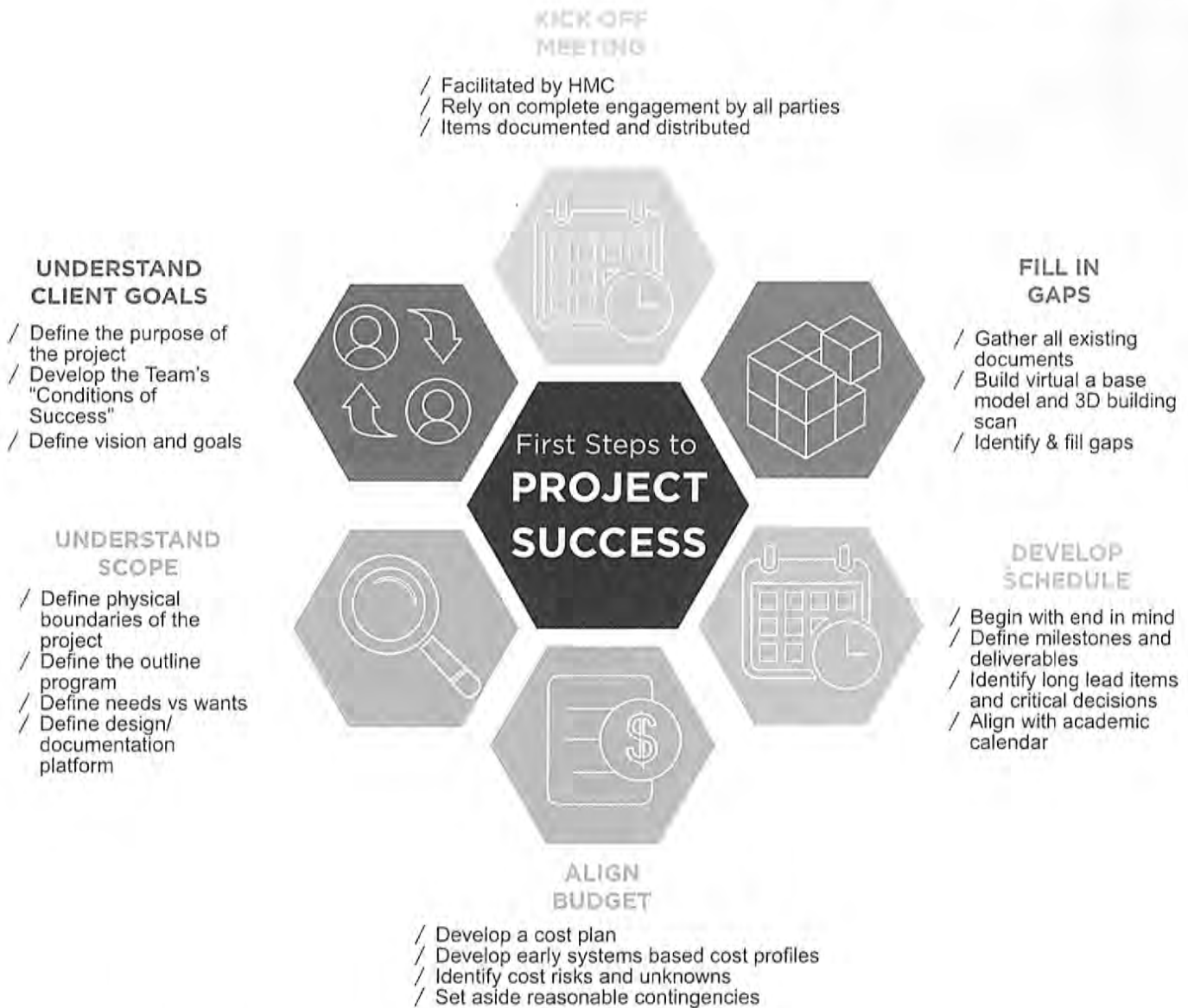
The specifics of our approach will build on the work you have accomplished so far. Based on rigorous community input, you have a good sense of the program, vision, goals, and site. That's great news! This means we can pick up where you left off and dive into

program confirmation and conceptual design. Our Aquatic Design Specialist, **Justin Caron**, worked with the Town of Yucca Valley on your initial study for the site and has worked with HMC for many years. This established relationship will make integrating his prior knowledge quick and easy as we begin to work with you.

Brad Glassick will be your single point of contact throughout the project. Brad will work with the Town's project manager to establish the working flow for the entire project.

Our specific approach below illustrates an alternate early costing process in which you maintain the ability to consider several distinct options (along with costs) with fewer distinct estimating steps. We use this method on traditional and design-build projects with great success.





Analysis of Proposed Schedule

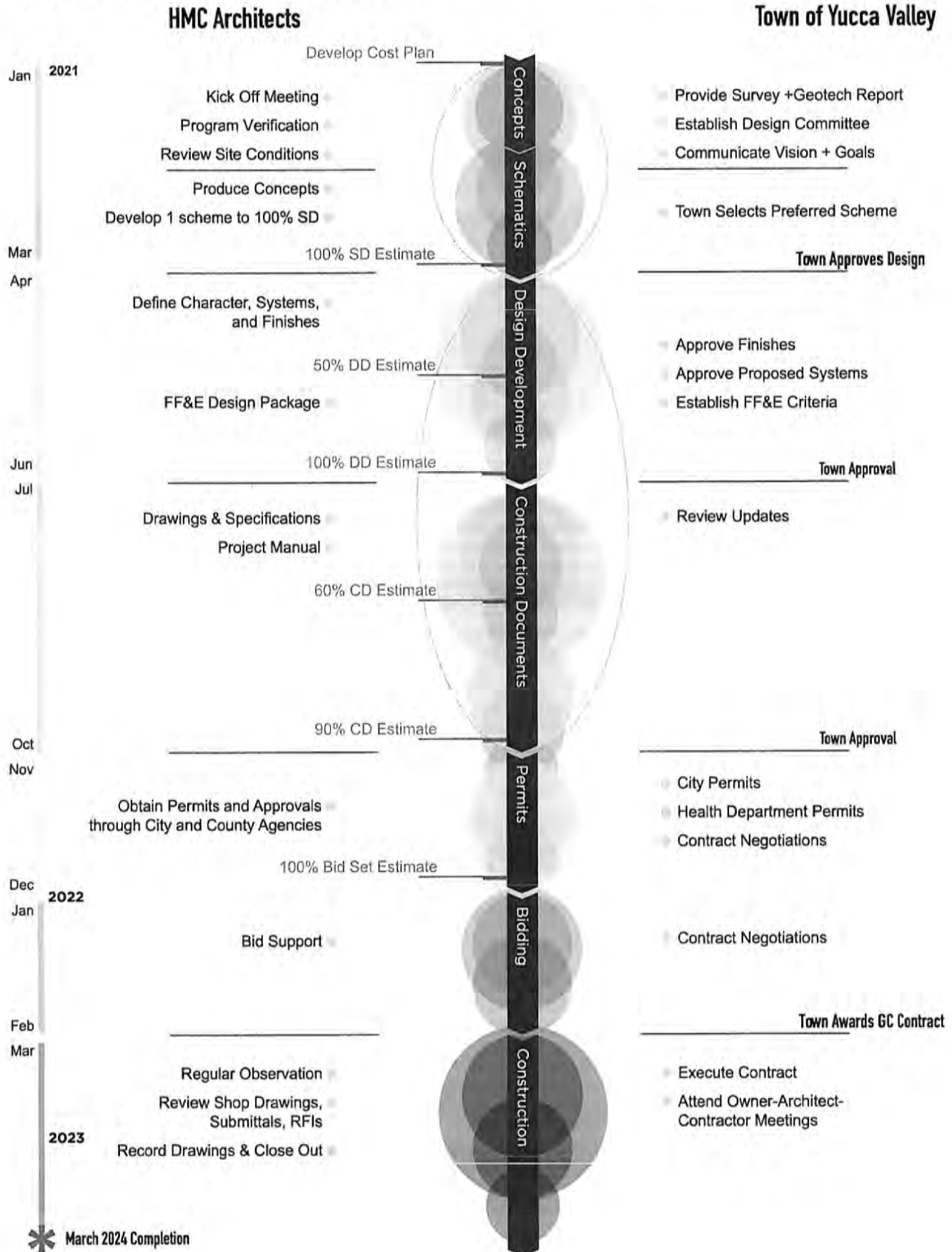
The schedule as outlined in the RFP is conceptually good; however, we have a few suggested changes, which you can find in Appendix D. Here are two ideas to reduce schedule pressure:

- / To assist us in managing cost, we'll want to front-load decision making. This will shift calendar days from construction documents to schematic design and design development.

- / The RFP requests eight distinct cost estimating tasks be completed. Proper SD, DD, and CD estimates can take 1-2 weeks to complete, another 3-4 days to reconcile, then another 1-2 weeks to modify the design if need be. Updates are much shorter. These intervals create pressure on the team to maintain momentum. To reduce schedule pressure, we suggest a mutually acceptable simplification to the number of estimates.

Workplan and Scope of Services

The following graphic illustrates our workplan. It is conceptual in nature because finite dates will be determined with you as soon as we start.



Our Priorities and Challenges for the Town of Yucca Valley

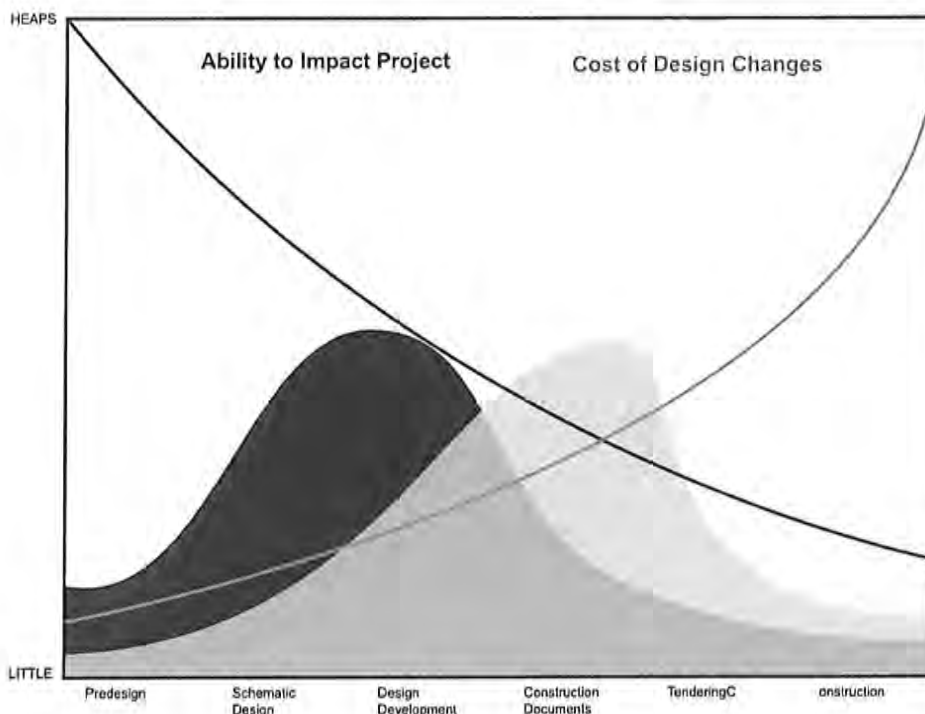
As architects, we enjoy creating memorable experiences that impact communities. But we are also goal-driven and love metrics. We will build a set of measurable desired outcomes based on the Yucca Valley Parks and Recreation Master Plan and the comprehensive visioning you have done to date. The master plan uses words like *enhance*, *promote*, and *enable* to provide a flexible framework for success. We will translate these passive words into project-specific actions like “this facility will **increase** recreational use by 75%, satisfy the wardrobe changing needs of **all** genders and ethnicities, and **reduce** energy usage by 50%”. The following are five key challenges and priorities the Town might consider in how we define success. These priorities are well-aligned with an ethos that HMC carries throughout our work.

PRIORITY #1: BUILD IT ON BUDGET

HMC’s Cost Control and Project Budgeting

Expertise: Designing to the budget requires a cost management plan. This plan starts with a cost plan that establishes “buckets” of money for site, systems, finishes, and equipment. Using this Target Value Design approach allows for transparency and flexibility in decision making. The sum of all buckets remains fixed, but the amount in each one changes as we make decisions. As we move forward, the cost plan transforms into periodic cost estimates at milestones.

Our best approach to control cost is to drive decisions forward in the process. The start of the project has the most potential to pair high-impact goals with cost-effective decisions. We will start by evaluating structural and mechanical systems to pull any potential cost from systems you don’t see. This shifts budget to the “buckets” you do see and feel.



Pictured right: The MacLeamy Curve illustrates the value of making design decisions early. In early phases, high impact choices carry less cost than trying to make changes later to accommodate goals.

Budget Management on a Similar Project:

The El Camino College Gymnasium is a 55,000 GSF athletic and recreation facility in Torrance, CA. The table below delineates how we start with a cost plan based on program and site and track cost all the way through bid and construction. After the updated budget was established, there were two moments when cost jumped: 100% DD, and during construction. **At 100% DD, we were able to make quick adjustments to realign the cost because we hadn't yet exhausted any value engineering options.**

PRIORITY #2: BUILD IT ON TIME

HMC's Schedule Expertise: The HMC/Aquatic Design Group/engineer team has no learning curve working together. This gives us more time to integrate into the team you have assembled. In design-bid-build, there are two factors that affect time the most: cost and decision making. Missteps in cost management have the largest impact to the schedule. Managing cost is the best way to stay on schedule. Timely decision-making and reducing cyclical decision-making is also critical to staying on schedule.

The MiraCosta Community College Health and Wellness Hub project was tracking well until the COVID pandemic impacted supply chains and material prices globally. Keeping a vigilant eye on cost impacts revealed an unsurprising result: we were suddenly over budget. Getting back on track was critical as we were well into design development, and a delay in decision

El Camino College Gymnasium

\$20,019,053	12/2013 Cost Plan
\$21,318,967	06/2014 100% SD Estimate (budget increased due to President requests)
\$22,367,449	10/2014 100% DD Estimate (+5%)
\$22,562,442	04/2015 100% CD Estimate (+1%)
\$20,488,191	04/2016 Hard Bid (-3.8% below revised budget)

making would only make adjustments harder to implement, especially with the campus in full COVID shut down. We worked on the fly to transition to a fully virtual design reconciliation process that included all users, the facilities team, and the administration and found a path back in a few quick weeks. **The project just recently bid out on schedule, and only 2% over the target budget at a time when many other projects have seen major cost overruns and delays.**

PRIORITY #3: IMPROVE THE HEALTH AND WELLNESS OF YUCCA VALLEY CITIZENS

HMC's Health and Wellness Expertise:

Health and wellness start with the mind and manifests in the body. HMC is a national expert in wellness, equity, and engagement. We view safe universal design (design for all ages, abilities, genders, and ethnicities) as a prerequisite for wellness. We approach design through the lens of ease of access, creating an uplifting environment, affordability, comfort, and usefulness.

For the WELL Expansion and Renovation project at Sacramento State University, one of the project's main objectives was not just to make the building "good looking," but also "good for its occupants." Focus group feedback challenged us to rethink our universal design application by creating all-gender spaces in a safe and welcoming environment. Capacity was doubled with ADA keyless manual locks, allowing us to better serve students experiencing housing insecurity with a locker rental program. We also expanded the fitness area to accommodate more users, providing more equipment and mirror space, that increased flow and greatly reduced wait times. Accessibility and inclusion were also critical considerations, resulting in wider doorways, larger benches, door-automation features (fewer touchpoints!), and the elimination of barriers on all pathways to provide a safe and user-friendly environment for all.

"This facility is physically, mentally, and socially transformative." - Bill Olmsted, Executive Director of The WELL



Fallbrook Education Center

PRIORITY #4: CREATE AN ICONIC BUILDING REFLECTIVE OF YUCCA VALLEY

HMC's Expertise in Impact: Your Aquatics and Recreation Center will be a facility of a place, born from the unique characteristics of your citizens, geography, climate, history, and culture. Iconic design is simple and memorable because it tells a story and makes an indelible impression on those who enter.

HMC's design for the Fallbrook Education Center recognized the region's Native American heritage in its symbology. One's experience on and within the building is inextricably linked to the earth. The singular form encloses space and creates outdoor spaces to gather and learn.

Another example of iconic design is HMC's Floyd Farms Community Center project. The building design is based on the tenets of the nonprofit that it hosts: health, wellness, and the environment. The facility provides an on-site garden and kitchen for local children to learn about and practice healthy lifestyles. The impact on community is unmatched and the project itself has won numerous awards for its commitment to bettering the lives of those who live in the area.



Floyd Farms Community Center



North Coastal Live Well Health Center, is a perfect example of how the HMC team was able to minimize operational costs while using sustainable strategies at a public building. The project has won a number of awards for its design, including a national DBIA award and two San Diego Green Building Council awards.



PRIORITY #5: MINIMIZE OPERATIONAL COSTS

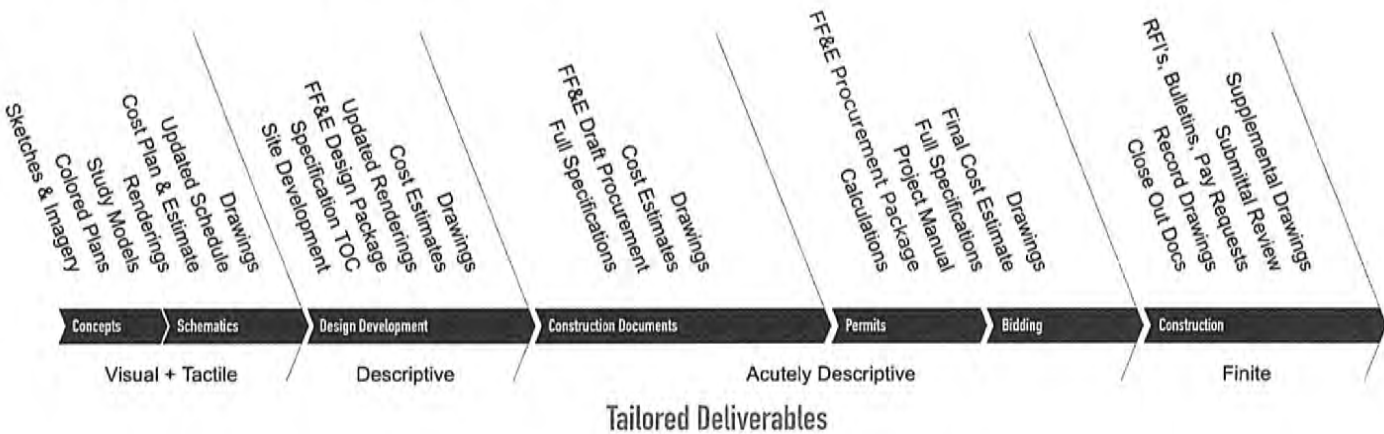
HMC's Expertise in Operational Costs: We approach operational efficiencies through the lens of sustainable design. Appropriate sustainable design is inherently durable and minimizes operational costs. HMC's work in the region has yielded a certified zero-net-energy facility for the County of San Diego, a LEED Platinum project for the Cucamonga Water District, and an upcoming zero-net-energy technical instructional building at San Bernardino Valley College. In the past two years alone, we have won more than **16 awards from the U.S. Green Building Council** for work in Southern California.

We seek out passive strategies of solar orientation, controlled daylight, and wind (capturing and protecting) because these decisions cost the least and have the most impact on your annual costs. We then consider systems that balance first cost, efficiency, and operational cost. The best way to mitigate the expense of operating an indoor pool and gym is to consider:

- / Mechanical systems – direct/indirect evaporative cooling
- / Corrosion resistance – anywhere near water
- / Light placement over pool deck for bulb replacement
- / Location of return air near the water to reduce air changes and chlorine odor
- / Acoustic deck, no soft surfaces near water

Deliverables

We will tailor how we communicate to what you will need to gain understanding and consensus. We will be highly visual and tactile in conceptual and schematic phases, descriptive in development and documentation phases, and acutely detailed during construction. We take no exception to the deliverables outlined in each phase within the Request For Proposals. See below for deliverables tailored to your project.



Virtual reality is a great way to preview and experience your designs and project deliverables through each phase. Jon Orr, your Architectural Designer, is pictured here demonstrating a virtual reality walk-through with Cuyamaca College. This is a common practice at HMC to help our clients really experience their design before it is built.

Project Analysis

We appreciate the methodology the Town has deployed to investigate site options, program necessity, and the concept sketch in the RFP. The conceptual site and floor plans give a good glimpse into your thought process and priorities. Evaluating the work without being a part of the process gives us an impartial viewpoint, but also one that lacks an understanding of nuances and conversations you've had while developing the concept. That said, we offer the following

observations:

orientation

STRENGTHS

CHALLENGES

- | | |
|---|---|
| / The building has good entry orientation to block winds | / Inefficient circulation |
| / The location of the locker/changing area serves all spaces well and provides an opportunity to centralize mechanical above. | / Orientation biases away from the adjacent field |
| / The southeast outdoor pool deck has good an outdoor connection | / Multi-use spaces are difficult to find |
| | / Envelope/massing inefficiency |
| | / Wet multipurpose room could benefit from |

Potential ways to innovate include:

- / **Use climate to heat water.** We are seeing a shift away from using gas to heat. We can also design the systems to use gas initially, then convert to all-electric in the future.
- / **Return air low.** The gymnasium and natatorium are high-volume spaces. Supplying air high and returning air low reduces energy cost and chlorine odors.
- / **Greywater garden.** The building will generate enough greywater to filter, treat and use for irrigation. Depending on your maintenance crew's comfort level, this could be as small as a demonstrative garden.
- / **Convert heat into power.** Tap into the heat generated from the pool's filtering system. Microturbines can convert heat energy into electrical current.

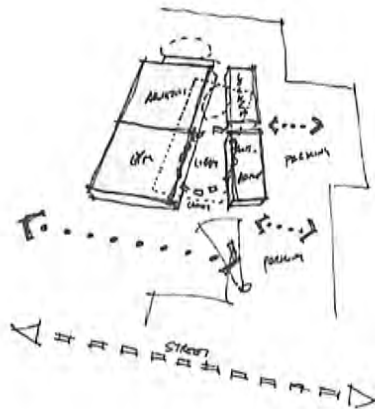
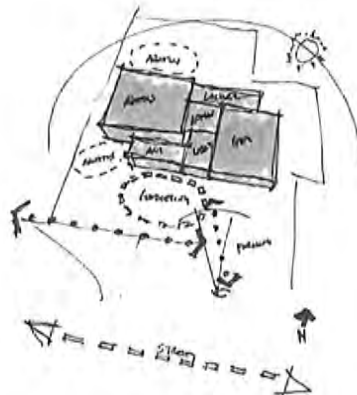
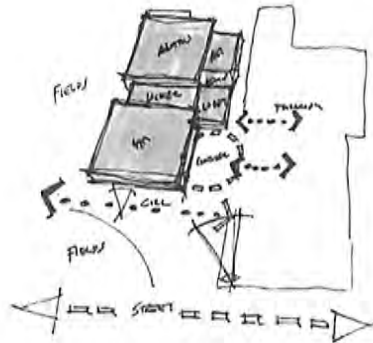
We can't wait to talk with you about the possibilities...

A truly great design starts with talking to you about your thoughts and aspirations. But, our excitement and love for aquatic spaces took hold as we reviewed your plans, so we decided to get a head start! Here, we have put pen to paper to illustrate how we might start to envision your site and program and how we would love to start a design conversation with you.

Exploration of Massing Alternatives

The initial concept diagram provided in the RFP has some solid planning moves, but we took this chance to "zoom out" and look at opportunities for the siting and layout of the building to really elevate the performance and image of this facility to be something **iconic**. The three sketches at right show some initial ideas about how the same program could be sited differently and provide a diverse array of possibilities.

We look forward to the opportunity to actually sit down and talk to you about your facility and what you dream it could be. In the meantime, we took the third option for massing at right, and explored the concept a little bit to see where it could lead on the following pages.



The 'Given' Approach

The provided plan diagrams from the RFP work well on the site, but a few layout changes may improve flow and access. Bringing the main entry southward has the potential to improve visibility of the entrance and clarify wayfinding, while keeping the compact arrangement with the building 'tucked' into the space near the athletic fields.

A Different Angle

Rotating the massing of the building on the site also brings public entry towards a more visible location, and makes managing solar heat gains from the more 'open' programmatic elements easier. Entry shade canopy elements also now face the main street, allowing them to do double duty as an iconic design element visible from passing vehicles.

Give Me Shelter

This facility will be a large building! A thoughtful arrangement of the mass of the building elements has the potential to create a more sheltered, comfortable microclimate on the site and mitigate some of the challenges of the sometimes harsh high desert climate. This approach also opens up the massing to create an iconic, welcoming arrival point for all the uses in the building.



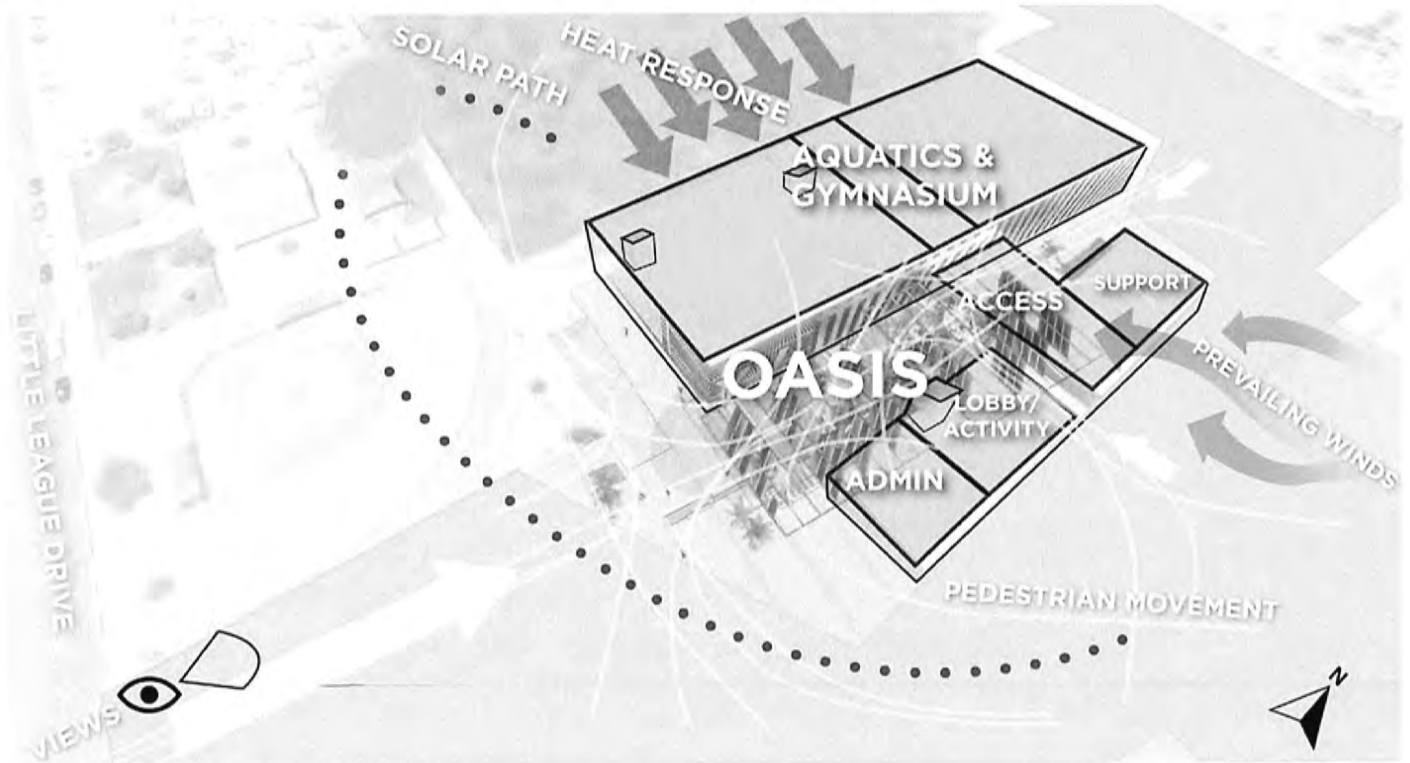
Creating a Microclimate

Without doubt, the high desert landscape of Yucca Valley is rich in beauty. It is however sometimes a harsh climate, with high solar radiation, wide ranging temperatures and regularly fierce wind. The indigenous people in this region have long known what the wildlife does — that seeking a microclimate that is more hospitable can be the key to thriving in this unique place. The dramatic topography of the Yucca Valley landscape presents innumerable changes throughout the day and season, and provides refuge from heat, sun, and cold winds.

This massing concept explores the idea of creating a sheltered 'microclimate' using the building massing as topography on the site. Connecting the high-bay spaces (the gym and pool) has potential structural efficiencies, and together their mass can block intense western solar exposure from the courtyard space and more 'glassy' public spaces in the eastern portion of the building. This microclimate scheme establishes a central entry plaza that is sheltered from wind and dust. A canopy above provides dappled light and shade within, which occupants can seek their own level of exposure and thermal comfort. This shared entry point serves all programmatic elements and provides an **iconic** image to the community as the building opens itself up to greet them in this vibrant and welcoming space.

An Offering of Water to the Community

The modern community of Yucca Valley began with the digging of the first well by cattleman Mark "Chuck" Warren and its establishment as a watering station for ranchers. This vital role of water in desert echoes an eons long importance of the desert oasis as a meeting place and source of essential refreshment. Where water is available in the desert, you will find vibrance and life in abundance. This concept brings the role of offering water as a unifier once again to the fore in Yucca Valley. Opportunities for exercise, recreation, wellness, and community building are arrayed around a newly created community oasis. Integration of public water elements with a stream-like fountain and interactive 'splash' water features further strengthen this metaphor with a literal offering of water to the people of Yucca Valley, as an invitation to come together and explore what this facility has to offer.



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SECTION E

PROJECT TEAM
ORGANIZATION

SECTION E

PROJECT TEAM ORGANIZATION

“HMC provided a skilled and experienced team that stayed with us throughout the project, successfully delivering their end of the project on budget and on schedule by providing the technical and human resources necessary. They worked in a collaborative environment to maximize our vision and our available funds to get the best project possible.”

**- Chris Chrisler, Associate Vice President
of Student Affairs, Cal Poly Pomona**



Project Team Organization

HMC Team

Our project team brings a combined total of 101 years of experience. This project will be led by Brad Glassick, Principal in Charge, and managed on a daily basis by Brandon Gullotti, Senior Project Manager, and Milad Sarkis, Project Manager. Jon Orr, Architectural Designer, will lead the design efforts and ensure your vision is carried through each phase. Our two specialty designers, Josh Glavin, Technical Lead, and Jennifer Wehling, Director of Sustainability, will ensure your designs fit your recreational and sustainable goals.



MAIN POINT OF CONTACT
Brad Glassick AIA, LEED AP
Principal in Charge, HMC Ontario



Brandon Gullotti AIA, NCARB
Senior Project Manager, HMC Ontario



Milad Sarkis AIA, NCARB
Project Manager, HMC Ontario



Jon Orr RA
Architectural Designer, HMC Ontario



Josh Glavin RA, LEED AP
Technical Lead, HMC Ontario



Jennifer Wehling RA, WELL AP, LEED AP BD+C, LEED AP ID+C
Director of Sustainability, HMC Ontario

Subconsultants



Civil Engineer
Snipes-Dye Engineers
Matt Kurtz PE



Structural Engineer
Saiful Bouquet Engineers
Mehran Pourzanjani SE



Pool Design Specialists
Aquatic Design Group
Justin Caron MBA



Cost Estimator
Marcene Taylor Inc.
Marcene Taylor CPE, LEED AP



MEP, Fire Protection, & Technology Engineer
Design West Engineering
Steven Johnson PE



MEP, Fire Protection, & Technology Engineer
Design West Engineering
Leo Maya PE, LEED AP BD+C



MEP, Fire Protection, & Technology Engineer
Design West Engineering
Michael Stewart FPE, NICET III, CFPS

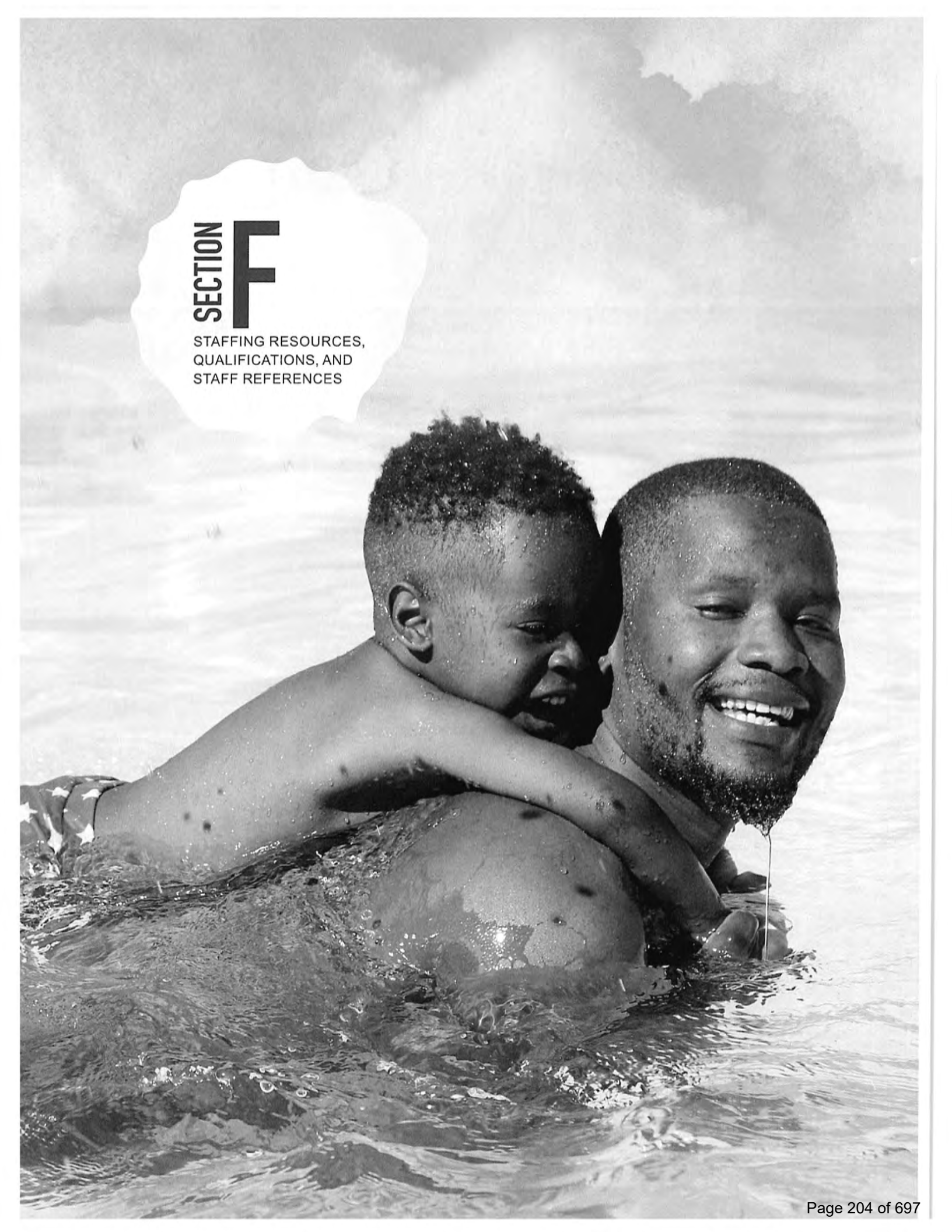


MEP, Fire Protection, & Technology Engineer
Design West Engineering
Brian Graham PE, LEED AP, CCP



Landscape Architect
Silver Bar Studio
Craig Duncan RLA

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SECTION F

STAFFING RESOURCES,
QUALIFICATIONS, AND
STAFF REFERENCES

SECTION F

STAFFING RESOURCES,
QUALIFICATIONS, AND STAFF
REFERENCES



NATATORIUM AND GYMNASIUM, EL CAMINO COLLEGE



Staffing Resources, Qualifications, and Staff References

Key Personnel and Availability

HMC is dedicated to the success of your project — so, we guarantee that our team will remain committed to the needs of the Yucca Valley Aquatics and Recreation Center. You will receive the best service from our most qualified staff, which we have listed below.

NAME AND TITLE	OVERLAPPING PROJECTS*	AVAILABILITY
 Brad Glassick AIA, LEED AP Project Architect/ Principal in Charge <i>Main Point of Contact</i>	/ El Camino College Gymnasium & Natatorium / Palomar College, Football & Softball Fields & New Athletics Field House / Mt San Antonio College New Aquatics Complex East	 35%
 Brandon Gullotti AIA, NCARB Senior Project Manager	/ Town of Mammoth Lakes, Community Recreation Center / Mammoth Lakes Foundation, Mammoth Arts and Cultural Center / Walnut Valley USD, Walnut High School New Practice Gym	 35%
 Milad Sarkis AIA, NCARB Project Manager	/ Chaffey College, Chino Instructional Building / Palomar College, Football & Softball Fields & New Athletics Field House / Saddleback College, Softball Field & Parking Lot 12A	 45%
 Josh Glavin RA, LEED AP Technical Lead	/ El Camino College Gymnasium & Natatorium / Palomar College, Football & Softball Fields & New Athletics Field House / Mt San Antonio College New Aquatics Complex East	 35%
 Jon Orr RA Architectural Designer	/ El Camino College Gymnasium & Natatorium / MiraCosta College Health and Wellness Complex / College of the Desert Downtown Indio Campus Expansion	 45%
 Jennifer Wehling RA, WELL AP, LEED AP BD+C, LEED AP ID+C Director Of Sustainability	/ Sacramento State WELL Expansion and Renovation / Folsom Lake College Gymnasium / San Bernardino Valley College Technology Building	 15%

*This list is abbreviated to accommodate page count requirements. For full a full list of overlapping projects, please contact Brad Glassick, Principal in Charge.

Abbreviated Resumes



**Principal In Charge/
Project Architect**

22 YEARS OF
EXPERIENCE
21 YEARS
WITH
HMC

Brad Glassick AIA, LEED AP

Project Experience

El Camino College Gymnasium & Natatorium, Torrance, CA
San Bernardino Valley College Athletics Complex,
San Bernardino, CA
Mt. SAC Athletics Complex East, Walnut, CA
Palomar College New Gym & Aquatic Complex, San Marcos, CA

References

- / **Dennis Astl**, Manager, Construction & Facilities Planning, Palomar College New Gym & Aquatic Complex, dastl@palomar.edu, 760.744.1150 x2772
- / **Rory Natividad**, Dean of Athletics (formerly with ECC as Division Dean of Athletics), El Camino College Gymnasium & Natatorium, rnatividad@cerritos.edu, 562.860.2451 x 2683



**Senior Project
Manager**

07 YEARS
OF
EXPERIENCE
07 YEARS
WITH
HMC

Brandon Gullotti AIA, NCARB

Project Experience

Town of Mammoth Lakes Community Recreation Center,
Mammoth Lakes, CA
Liberty Community Plaza, Whittier, CA
Town of Mammoth Lakes Arts and Cultural Center,
Mammoth Lakes, CA

References

- / **Haislip Hayes**, Public Works Director, Town of Mammoth Lakes Community Recreation Center, hhayes@townofmammothlakes.ca.gov, 760 965 3652
- / **Brooke Bien**, Chief Business & Financial Officer, Mammoth Elementary School and High School, bbien@mammothusd.org, 760 934 6802 x513



Project Manager

17 YEARS
OF
EXPERIENCE
06 YEARS
WITH
HMC

Milad Sarkis AIA, NCARB

Project Experience

El Camino College Gymnasium & Natatorium, Torrance, CA
Palomar College Aquatics Upgrades, San Marcos, CA
Cerritos College New Health & Wellness Complex, Norwalk, CA
Liberty Community Plaza, Whittier, CA*

References

- / **Troy Ament**, Interim Vice President of Administrative Services and Emergency Operations, Chaffey Community College (various projects), troy.ament@chaffey.edu, 909.652.6735
- / **Dennis Astl**, Manager, Construction & Facilities Planning, Palomar College New Gym & Aquatic Complex, dastl@palomar.edu, 760.744.1150 x2772



Josh Glavin RA, LEED AP

Project Experience

El Camino College Gymnasium & Natatorium, Torrance, CA
Palomar College New Gym & Aquatic Complex, San Marcos, CA
Cerritos College New Health & Wellness Complex, Norwalk, CA

References

- / **Joel Peterson**, Director of Facilities, Glendale Community College (various projects), jpeterson@glendale.edu, 818.551.5222
- / **Troy Ament**, Interim Vice President of Administrative Services and Emergency Operations, Chaffey Community College (various projects), troy.ament@chaffey.edu, 909.652.6735

Technical Lead

19 YEARS
OF
EXPERIENCE

07 YEARS
WITH
HMC



Jon Orr RA

Project Experience

El Camino College Gymnasium & Natatorium, Torrance, CA
MiraCosta College Health and Wellness Complex, Oceanside, CA
College of the Desert Downtown Indio Campus Expansion, Indio, CA

References

- / **Tim Flood**, Vice President of Business Services, MiraCosta College Health and Wellness Center, tflood@miracosta.edu, 760.795.6653
- / **Ken Emmons**, Senior Director Districtwide Facilities, Grossmont Cuyamaca College Student Services Building, Ken.Emmons@gcccd.edu, 619-644-7877

Architectural Designer

14 YEARS
OF
EXPERIENCE

08 YEARS
WITH
HMC



Jennifer Wehling RA, WELL AP, LEED AP BD+C, LEED AP ID+C

Project Experience

Golden 1 Basketball Center, Sacramento, CA*
City of Sacramento Fire Station 43, Sacramento, CA*
Susanville Courthouse, Susanville, CA*

References

- / **Carole Burgess**, Assistant Manager of Commissioning and Project Closeout, Nashville International Airport Expansion, carole.burgess@flynashville.com, 615-275-2710
- / **Carter Atkins**, LAWA Environmental Programs Group, The West Gates at Tom Bradley International Terminal, Catkins2@lawa.org, 424-646-6441

Director of Sustainability

22 YEARS
OF
EXPERIENCE

01 YEARS
WITH
HMC

Consultant Projects Completed with HMC

HMC has put together a list of consultants who have worked with us on a number of aquatic and athletic spaces already. Due to our enormous project history, we have provided a total number and brief selection of relevant projects we have completed together. For a full list, please contact Brad Glassick.

HMC AND AQUATIC DESIGN GROUP HAVE WORKED TOGETHER FOR YEARS!

74

AQUATIC/POOL PROJECTS
COMPLETED BY HMC

52

PROJECTS WITH
AQUATIC DESIGN GROUP

With over 70% of our aquatic projects completed together, we have partnered on more indoor aquatic projects together than any team in Southern California.

Our project history is extensive!



Civil Engineers: Snipes-Dye Engineering

Snipes-Dye specializes in public projects and works closely with agencies to develop cost-effective solutions that meet the goals and objectives of the project.

- / San Bernardino Valley College Gymnasium Complex
- / Palomar College New Athletics Complex with Competition Pool
- / Cuyamaca College Scoreboard



Structrual Engineers: Saiful Bouquet

Saiful Bouquet is an award winning and innovative Southern California engineering firm engaged in providing collaborative and cost conscious design solutions.

- / San Bernardino Valley College Gymnasium Complex
- / El Camino College Natatorium
- / El Camino College Gymnasium



Aquatic Designers: Aquatic Design Group

Aquatic Design Group is a design firm focused on swimming pool and water feature architectural, structural, mechanical and electrical design services with extensive experience in Southern California.

- / Mt. San Antonio College Aquatics Center
- / San Bernardino Valley College Gymnasium Complex
- / Palomar College New Athletics Complex with Competition Pool



San Bernardino Valley College Gymnasium Complex





MEP Engineers: Design West Engineering

Design West Engineering is a mechanical, electrical, plumbing, fire protection, and technology engineering firm that has experience working across Southern California, including in the Yucca Valley region.

- / Canyon Springs HS Aquatic Center and Campus Modernization
- / Eisenhower High School Performing Arts Center
- / Riverside County Office of Education Conferencing Center



Cost Estimating: Marcene Taylor, Inc.

MTI conducts cost planning and analysis for a variety of public facility types and specializes in early conceptual estimating in ensuring that a project's scope is achievable for the budget available.

- / El Camino Community College New Natatorium
- / Mt. San Antonio College Athletics and Aquatics Center
- / Diablo Valley College Pool Renovation
- / Palomar College New Athletics Complex with Competition Pool



Landscape Architect: Silver Bar Studio

Silver Bar Studio specializes in landscape architecture and environmental design for public and private clients along the West Coast.

- / Palomar College New Athletics Complex with Competition Pool
- / Portola High School and Aquatic Center
- / St John Bosco High School New Stadium



Palomar College New Athletics Complex

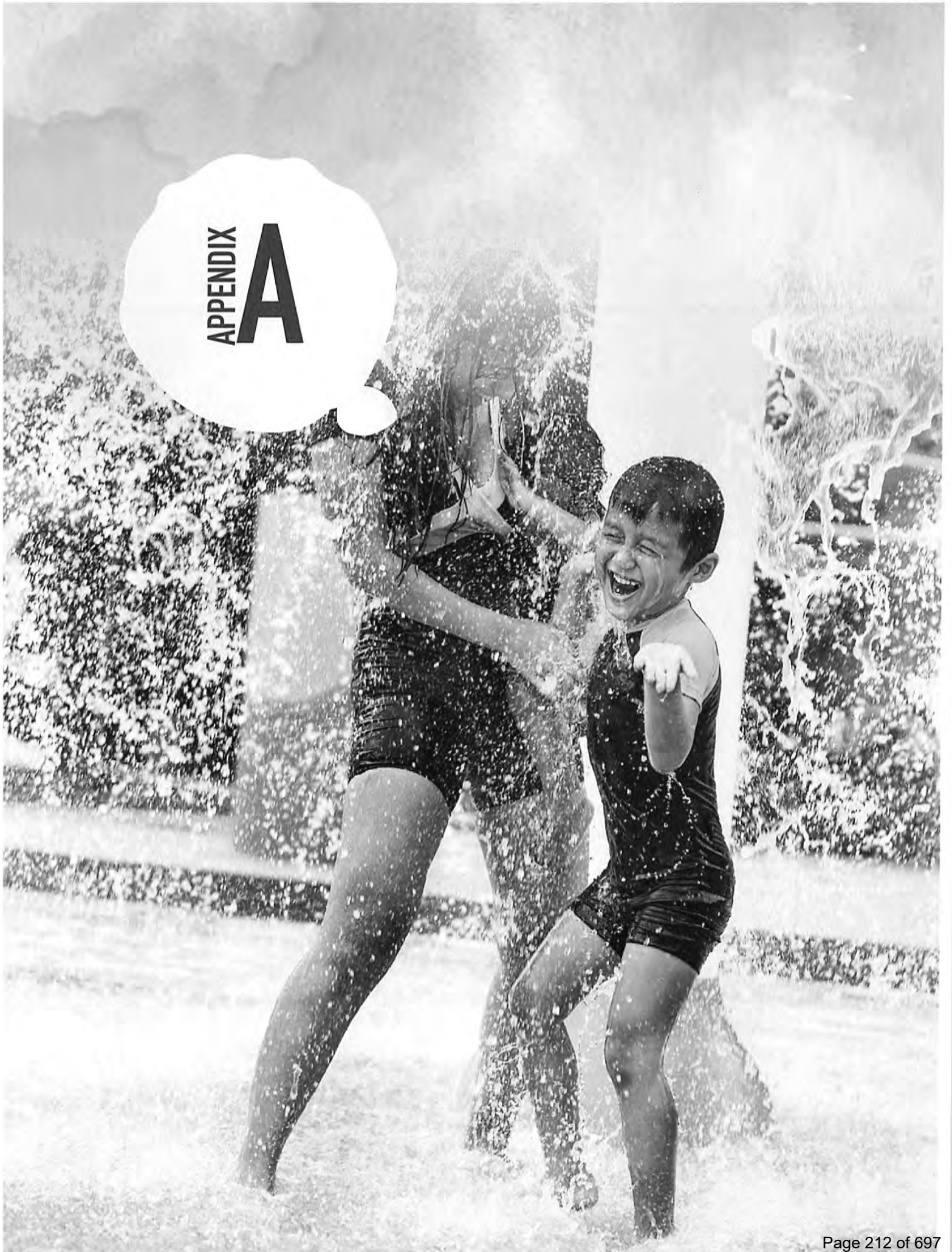


Mt SAC Athletics and Aquatics Complex

Subconsultant Agreement

Each of our subconsultants have read and agree to abide by the awarded proposer's obligations. As requested, please find signed statements to this effect in Appendix B, beginning on page 73.

APPENDIX
A



APPENDIX A

“No ‘black cape’ architects here – just an open, honest, transparent firm that listens to what we want, identifies any challenges in achieving our goals, works with us to resolve them, and offers inspired ideas to get the best project for our resources.”

- Chris Chrisler, Associate Vice President of Student Affairs, Cal Poly Pomona

HMC Architects
**Principal In Charge/
 Project Architect**



Brad Glassick AIA, LEED AP

22 YEARS OF EXPERIENCE | **21** YEARS WITH HMC

“Designing athletic facilities is my passion and my expertise. I am excited for the opportunity to partner with the Town of Yucca Valley to work together to design this new community asset.”

While at HMC, Brad has specialized in athletic and recreation facilities of all types and at all levels. He has taken aquatic facilities, gymnasiums, dedicated track arenas, football stadiums and fields through all phases of planning, design, and construction. Through this great deal of experience, he understands the intricacies of sports planning along with the technical aspects of constructing these types of facilities. Brad especially excels at taking this planning and construction expertise and engaging the larger team; working hand in hand with the larger design and construction team to deliver successful projects that meet recreational needs and expectations.

EDUCATION

- / BArch, California State Polytechnic University, Pomona
- / MA, Talbot School of Theology, Biola University

LICENSES / CERTIFICATIONS

- / Architect, CA, C32437, exp. 2/25/23
- / LEED Accredited Professional (LEED AP)
- / American Institute of Architects (AIA)

REFERENCES

- / Dennis Astl, Manager, Construction & Facilities Planning, Palomar College New Gym & Aquatic Complex, dastl@palomar.edu, 760.744.1150 x2772
- / Rory Natividad, Dean of Athletics, El Camino College Gymnasium & Natatorium, rnatividad@cerritos.edu, 562.860.2451 x 2683

Project Experience

New Natatorium, El Camino College. Torrance, CA
 New Construction / 80,000 SF / 2020 / Principal in Charge

New Gymnasium, El Camino College. Torrance, CA
 New Construction / 55,000 SF / 2020 / Principal in Charge

New Athletics and Aquatics Complex, San Bernardino Valley College. San Bernardino, CA
 New Construction / 85,000 SF / LEED Silver / 2017 / Principal in Charge

New Aquatics Complex East, Mt San Antonio College. Walnut, CA
 New Construction / 58,000 SF / LEED Gold / 2022 (est.) / Principal in Charge

Football & Softball Fields & New Athletics Field House, Palomar College. San Marcos, CA
 New Construction / 36,000 SF (bldg), 7.57 acres (site) / 2023 (est.) / Principal in Charge

New Health & Wellness Complex, Cerritos College. Norwalk, CA
 New Construction / 73,000 GSF / LEED Silver / 2020 / Principal in Charge

HMC Architects
**Senior Project
Manager**



Brandon Gullotti

AIA, NCARB

12 YEARS
OF
EXPERIENCE | **07** YEAR
WITH
COMPANY

“My passion is partnering with people and clients to create a positive impact in our communities.”

With a desire to be challenged and a passion for sustainability, Brandon believes the most beautiful designs are responses to the most difficult problems. After 12 years in the industry, he sees every new project as an opportunity to learn and innovate. Brandon is committed to listening, interacting, and collaborating with clients to create healthy environments that respond to their needs. He approaches every project with a spirit of optimism and his unwavering commitment to well-being results in spaces where users can not only live, work and play—but also thrive.

EDUCATION

- / MS, Regenerative Studies, California State Polytechnic University, Pomona
- / BArch, California State Polytechnic University, Pomona

LICENSES / CERTIFICATIONS

- / Architect, CA, C37139, exp. 07/31/23
- / National Council of Architectural Registration Boards (NCARB)
- / American Institute of Architects (AIA)

REFERENCES

- / Haislip Hayes, Public Works Director, Town of Mammoth Lakes Community Recreation Center, hhayes@townofmammothlakes.ca.gov, 760 965 3652
- / Brooke Bien, Chief Business & Financial Officer, Mammoth Elementary School and High School, bbien@mammothusd.org, 760 934 6802 x513

Project Experience

Community Recreation Center, Town of Mammoth Lakes. Mammoth Lakes, CA
New Construction / 26,000 SF / 2022 (est.) / Senior Project Manager

New Gymnasium, Baldwin Park High School. Baldwin Park, CA
New Construction / 26,000 SF / 2023 (est.) / LEED Gold / Senior Project Manager

New Gymnasium, Walnut High School. Walnut, CA
New Construction / 16,000 SF / 2023 (est.) / Senior Project Manager

Arts and Cultural Center, Town of Mammoth Lakes. Mammoth Lakes, CA
New Construction / 12,000 SF / 2024 (est.) / Senior Project Manager

Toyota Convention Center Modernization and Additions, City of Ontario. Ontario CA
Modernization / 24,000 SF / 2024 (est.) / Project Manager

HMC ARCHITECTS
Project Manager



Milad Sarkis

AIA, NCARB

17 YEARS OF EXPERIENCE | **06** YEARS WITH HMC

"I am excited to leverage my experience with athletic facilities and natatoriums to help create an iconic facility for the Town of Yucca Valley!"

With 17 years of experience, including as a Project Manager at a construction company, Milad looks at the drawings from both an architect and contractor point of view. He believes that architects need to understand construction just as well as, if not better, than contractors since it is the architect generated drawings that will be used for the construction. He looks at every project as a new opportunity to create a unique and memorable design rooted in sustainability and exclusive to its context.

EDUCATION

- / MArch, California State Polytechnic University, Pomona
- / BS, Environmental Science, Saint Mary's College of California

LICENSES / CERTIFICATIONS

- / Architect, CA, C36973, exp. 12/31/21
- / National Council of Architectural Registration Boards (NCARB)
- / American Institute of Architects (AIA)

REFERENCES

- / Troy Ament, Interim Vice President of Administrative Services and Emergency Operations, Chaffey Community College (various projects), troy.ament@chaffey.edu, 909.652.6735
- / Dennis Astl, Manager, Construction & Facilities Planning, Palomar College New Gym & Aquatic Complex, dastl@palomar.edu, 760.744.1150 x2772

Project Experience

New Natatorium, El Camino College. Torrance, CA
New Construction / 80,000 SF / 2020 / Project Leader

New Gymnasium, El Camino College. Torrance, CA
New Construction / 55,000 SF / 2020 / Project Leader

Aquatics Upgrades, Palomar College. San Marcos, CA
Pool Renovation & Upgrades / 1,450 SF (bldg), 16,000 SF (pool & pool deck) / 2021 / Project Manager

Football & Softball Fields & New Athletics Field House, Palomar College. San Marcos, CA
New Construction / 36,000 SF (bldg), 7.57 acres (site) / 2023 (est.) / Project Manager

New Health & Wellness Complex, Cerritos College. Norwalk, CA
New Construction / 73,000 GSF / LEED Silver / 2020 / Project Coordinator

Liberty Community Plaza, City of Irvine. Whittier, CA*
New Construction / 19,500 SF / LEED Gold / 2015 / Project Manager

*Completed with different firm

HMC ARCHITECTS
Technical Lead



Josh Glavin

RA, LEED AP

19 YEARS OF EXPERIENCE | **07** YEARS WITH HMC

“Athletics projects are my favorite type of projects, and getting the opportunity to work on another indoor pool is incredibly exciting for me.”

Josh has 19 years of experience working with clients to create educational, athletic, and recreational environments. Passionate about sustainable design, his involvement in the preliminary planning, design development, construction documents, and construction administration phases has enhanced the success of each project. Josh excels at working hand-in-hand with the larger design and construction team to deliver successful projects that meet user needs and expectations.

EDUCATION

- / MArch, University of Oregon
- / BArch, University of Idaho

LICENSES / CERTIFICATIONS

- / Architect, CA, C33041, exp. 4/30/23
- / LEED Accredited Professional (LEED AP)

REFERENCES

- / Joel Peterson, Director of Facilities, Glendale Community College various projects, jpeterson@glendale.edu, 818.551.5222
- / Troy Ament, Interim Vice President of Administrative Services and Emergency Operations, Chaffey Community College (various projects), troy.ament@chaffey.edu, 909.652.6735

Project Experience

New Natatorium, El Camino College. Torrance, CA
New Construction / 80,000 SF / 2020 Project Architect

New Gymnasium, El Camino College. Torrance, CA
New Construction / 55,000 SF / 2020 Project Architect

Aquatics Upgrades, Palomar College. San Marcos, CA
Pool Renovation & Upgrades / 1,450 SF (bldg), 16,000 SF (pool & pool deck) / 2021 / Project Manager

Football & Softball Fields & New Athletics Field House, Palomar College. San Marcos, CA
New Construction / 36,000 SF (bldg), 7.57 acres (site) / 2023 (est.) / Project Architect

Athletics Precinct Master Plan & Site Studies, Palomar College. San Marcos, CA
Master Plan / 100,000 SF / 2013 / Project Architect/Planner

New Health & Wellness Complex, Cerritos College. Norwalk, CA
New Construction / 73,000 GSF / LEED Silver / 2020 / Project Architect

HMC ARCHITECTS
**Architectural
Designer**



Jon
Orr RA

14 YEARS OF EXPERIENCE | 08 YEARS WITH HMC

“The most amazing part of my job is helping clients create something new and transformative within their community. Just thinking about the impact this facility is going to have on Yucca Valley makes me excited to be a part of this landmark project.”

EDUCATION

- / MArch, Cal Poly Pomona
- / BS, Mechanical Engineering, UC San Diego

LICENSES / CERTIFICATIONS

- / Architect, CA, C36617, exp. 10/31/23

REFERENCES

- / Tim Flood, Vice President of Business Services, MiraCosta College Health and Wellness, tflood@miracosta.edu, 760.795.6653
- / Ken Emmons, Senior Director Districtwide Facilities, Grossmont Cuyamaca College Student Services Building, Ken.Emmons@gcccd.edu, 619-644-7877

With 14 years of experience, Jon has provided conceptual and schematic design, programming, design development, and design consultation through the construction document and administration phases for many recreation clients. Throughout the design process, he works closely with the client to understand and successfully meet their requirements, expectations, and needs. Jon will design your project and advance the concept from origination to construction completion. He will capture that vision in all documentation and carefully monitor the efficacy throughout construction.

Project Experience

- New Natatorium**, El Camino College. Torrance, CA
New Construction / 80,000 SF / 2020 / Architectural Designer
- New Gymnasium**, El Camino College. Torrance, CA
New Construction / 55,000 SF / 2020 / Architectural Designer
- New Athletics and Aquatics Complex**, San Bernardino Valley College. San Bernardino, CA
New Construction / 85,000 SF / LEED Silver / 2017 / Architectural Designer
- New Health & Wellness Complex**, Cerritos College. Norwalk, CA
New Construction / 73,000 GSF / LEED Silver / 2020 / Architectural Designer
- Indio Campus Expansion**, College of the Desert. Indio, CA
New Construction / 67,000 GSF / 2019 / Architectural Designer

HMC ARCHITECTS
**Director of
 Sustainability**



EDUCATION

/ BArch, California State
 Polytechnic University, San
 Luis Obispo

**LICENSES /
 CERTIFICATIONS**

/ Architect, CA, C29204,
 exp. 12/31/21
 / LEED Accredited
 Professional Building
 Design & Construction
 (LEED AP BD+C)
 / LEED Accredited
 Professional with Interior
 Design & Construction
 (LEED AP ID+C)
 / WELL Accredited
 Professional (WELL AP)

REFERENCES

/ Carole Burgess, Assistant
 Manager of Commissioning
 and Project Closeout,
 Nashville International
 Airport Expansion, carole.
 burgess@flynashville.com,
 615-275-2710
 / Carter Atkins, LAWA
 Environmental Programs
 Group, The West Gates at
 Tom Bradley International
 Terminal, Catkins2@lawa.
 org, 424-646-6441

Jennifer Wehling

RA, WELL AP, LEED AP BD+C, LEED AP ID+C

22 YEARS
 OF
 EXPERIENCE | **01** YEAR
 WITH
 HMC

**"I am passionate about sustainable design
 and working with clients to set goals and build
 sustainability into their projects."**

Jennifer has 20 years of experience, focusing on sustainability across project types. Her passion for sustainability pushes her to continually research the latest strategies and design methods in green building. Her years of experience as a licensed architect in all phases of design and construction on a variety of project types and sizes give her the day to day experiences that result in real solutions.

Project Experience

Golden 1 Basketball Center, City of Sacramento.
 Sacramento, CA*
 New Construction / 678,347 SF / \$310M / LEED Platinum /
 LEED Oversight

Fire Station 43, City of Sacramento. Sacramento, CA*
 New Construction / 14732 SF / \$5.6M / LEED Silver /
 Sustainability Manager

Susanville Courthouse, City of Susanville. Susanville, CA*
 New Construction / 42,000 SF / \$25.5M / LEED Silver /
 Sustainability Manager

The West Gates at Tom Bradley International Terminal,
 Los Angeles International Airport. Los Angeles, CA*
 New Construction / 1M SF / \$1.73B / LEED Gold /
 Sustainability Manager

New Terminal B and Concourse Expansion, Sacramento
 County Airport. Sacramento, CA*
 New Construction / 700,000 SF / \$1.4B / LEED Silver /
 Sustainability Manager

Consultant Resumes

SNIPES-DYE
ENGINEERING
Civil Engineer



Matthew Kurtz PE

24 YEARS
OF
EXPERIENCE | **11** YEAR
WITH
SNIPES-DYE

"I enjoy working on projects that improve our quality of life. Recreation centers in particular do just that by promoting physical and mental wellbeing."

Matt's 24 years of civil engineering, land surveying, and land development experience includes all project phases from due diligence through feasibility, planning, design, contract documents, project management, agency processing, construction support, to construction staking. Matt maintains hands on active involvement through every phase of his projects to ensure that all of this clients' goals are met.

EDUCATION

/ BS, Civil Engineering,
San Diego State
University

LICENSES / CERTIFICATIONS

/ Civil Engineer, CA,
79546, exp. 11/30/22
/ Qualified SWPPP
Developer & Preparer,
CA
/ California Land
Surveyors Association
/ American Society of
Civil Engineers
/ American Council of
Engineering Companies

Project Experience

New Gymnasium, San Bernardino Valley College.
San Bernardino, CA *(With HMC)*

New Recreation Center, SDSU. San Diego, CA

Student Services and Administrative Complex, Cuyamaca
College. El Cajon, CA *(With HMC)*

Fallbrook Education Center, Palomar College. Fallbrook, CA
(With HMC)

Performing Arts Center, Crafton Hills College. Yucaipa, CA

SAIFUL BOUQUET
STRUCTURAL
ENGINEERS
Structural Engineer



EDUCATION

/ MS, BS, Structural
Engineering, University
of Colorado

LICENSES / CERTIFICATIONS

/ Structural Engineer,
CA, 3298, exp.
12/31/23
/ Civil Engineer, CA,
41512, exp. 12/31/23

Mehran Pourzanjani

SE, PE

40 YEARS
OF
EXPERIENCE | **20** YEARS
WITH
SBI

"I recognize that recreation centers serve a vital role in the overall health and wellness of a community. Therefore, I am passionate about the design and development of a new aquatic center in Yucca Valley."

Mehran is a principal of Saiful Bouquet Structural Engineers with over 40 years of experience in structural engineering. He has led university research through codification for the design and seismic performance of concrete elements. Mehran has a longstanding relationship with HMC, having collaborated on over numerous projects including El Camino College Natatorium. Additionally, Mehran has an extensive portfolio of sports and recreation centers and has worked on several community based projects for public agencies.

Project Experience

New Natatorium, El Camino College. Torrance, CA *(With HMC)*

L.A. Fitness Health Club & Pool, Tustin Center. Tustin, CA

P.E. Wellness Center & Therapy Pool, LACCD. Los Angeles, CA

Athletic Facility, MiraCosta College. Oceanside, CA *(With HMC)*

New Gymnasium, Colin Powell High School. Long Beach, CA *(With HMC)*

Health & Wellness Center, Cerritos College. Cerritos, CA *(With HMC)*

New Gymnasium, Marshall High School. Los Angeles, CA *(With HMC)*

Stadium Press Box & Field House Building, Cerritos College. Cerritos, CA *(With HMC)*

AQUATIC DESIGN
GROUP
**Aquatics Principal
in Charge**

Justin Caron MBA



17 YEARS
OF
EXPERIENCE | **16** YEAR
WITH
ADG

"My combined passion for swimming and technical knowledge enable me to relate to all members during the design process. I look forward to helping the Town of Yucca Valley develop this iconic new community facility."

Justin has spent much of his life in and around pools. He was a six-time All American and two-time captain for Auburn University's swim team, which won four SEC titles and one national championship title while he was there. He has also coached at elite camps around the country and spends most of his free time now in the pool with his two young children. Justin is responsible for project management, programming, planning, business development, and communication between the client, other design professionals, and Aquatic Design Group.

EDUCATION

- / MBA, Capella University
- / BA, Communications, Psychology, Auburn University

LICENSES / CERTIFICATIONS

- / California Parks & Recreation Society
- / Certified Aquatic Facility Operator (AFO)
- / National Recreation & Park Association
- / USA Swimming
- / World Waterpark Association Innovation & Technology Committee

Project Experience

Yucca Valley Aquatics and Recreation Center Study,
Yucca Valley, CA

El Corazon Aquatic Center, Oceanside, CA

Merriam Community Center, Merriam, KS

Moffett Place Recreation Center, Sunnyvale, CA

Battle Mountain Recreation Center, Lander County, NV

Club One Multi-sport, San Jose, CA

DryTown Waterpark Renovation, Palmdale, CA

East Oakland Sports Center, Oakland, CA

Johnstown Community YMCA, Johnstown, CO

Obregon Park Pool, Los Angeles, CA

Pawley Pool, Indio, CA

Perris Valley Aquatic Center "DropZone", Perris, CA

Southwestern College Aquatic Center, Chula Vista, CA

DESIGN WEST
ENGINEERING
**Mechanical /
Plumbing**



EDUCATION

/ BS. Mechanical
Engineering, California
State Polytechnic
University, Pomona

LICENSES / CERTIFICATIONS

/ Mechanical Engineer,
CA, 33209, exp.
11/30/23

Steven Johnson PE

19 YEARS
OF
EXPERIENCE

19 YEAR
WITH
COMPANY

"I am passionate to see forward-thinking design implemented into our projects through the most up-to-date technologies."

Steven Johnson joined Design West Engineering in 2002 and now directs the Mechanical and Plumbing Department. He ensures that each project manager is maintaining the quality of design and level of service that Design West is known for. He manages and oversees mechanical and plumbing design teams of virtually every type and for every sector of the industry, including K-12, higher education, and municipal. Energetic and resourceful, he brings to his job an unparalleled knowledge of the industry and complete dedication to his clients.

Project Experience

Yucca Valley Animal Shelter, Yucca Valley, CA

Lincoln ES Special Needs Natatorium, Ontario, CA

Sea Life Aquarium, Legoland in Carlsbad, CA

YMCA Natatorium, Redlands, CA

Canyon Springs HS Aquatics Complex, Moreno Valley, CA
(with HMC)

Twentynine Palms Community Center, Twentynine Palms, CA

DESIGN WEST
ENGINEERING
**Electrical / Low
Voltage**

Leo Maya

PE, LEED AP BD+C

26 YEARS
OF
EXPERIENCE **16** YEAR
WITH
COMPANY



"I am dedicated to maintaining long-term client relationships and keeping current with the latest lighting and energy efficient technologies."

With over 25 years of design and project management experience, Leo Maya has worked on a wide array of projects. Leo joined the Design West team in 2005 and in 2009 took over the responsibility of running the electrical production. Apart from standard electrical and lighting design, he oversees the electrical BIM design team; solar photovoltaic design; specialized analyses including arc flash, coordination studies and load flow evaluation; all low voltage applications including fire alarm, security, data and signal, and A/V systems.

EDUCATION

/ BS in Engineering
Management, Arizona
State University (In
Progress)

LICENSES / CERTIFICATIONS

/ Electrical Engineer, CA,
19480, exp. 06/30/23
/ LEED Accredited
Professional Building
Design & Construction
(LEED AP BD+C)

Project Experience

Yucca Valley Animal Shelter, Yucca Valley, CA

Lincoln ES Special Needs Natatorium, Ontario, CA

Sea Life Aquarium, Legoland in Carlsbad, CA

YMCA Natatorium, Redlands, CA

Canyon Springs HS Aquatics Complex, Moreno Valley, CA
(with HMC)

Twentynine Palms Community Center, Twentynine Palms, CA

DESIGN WEST
ENGINEERING
Fire Protection



EDUCATION

- / MS, Fire Protection Engineering, California State Polytechnic University, San Luis Obispo
- / BS, Mechanical Engineering, Oregon Institute of Technology

**LICENSES /
CERTIFICATIONS**

- / Fire Protection Engineer, CA, FP1997, exp. 11/30/22
- / National Institute for Certification in Engineering Technologies III (NICET)
- / Certified Fire Protection Specialist (CFPS)

Michael Stewart

FPE, NICET III, CFPS

20 YEARS
OF
EXPERIENCE

1 YEAR
WITH
COMPANY

"I take pride in working on complex fire protection systems and ensuring the safety of the building occupants."

Michael has over 20 years of experience in design, project management and consulting in fire protection. He manages and oversees the design for fire suppression, fire alarm and fire life safety, including fire sprinkler piping, sizing and layout, hydraulic calculations, and path of egress. He has experience successfully handling complex, high-profile projects with many stakeholders. His area of expertise and credentials include hazardous storage, risk assessment, NFPA building and fire codes, international building and fire code, life safety plans/code analysis, smoke modeling, suppression systems, standpipe systems, fire alarm systems, fire pumps and hydraulic analysis.

Project Experience

Canyon Springs HS Campus Modernization, Moreno Valley, CA
(With HMC)

Riverside County Office of Ed. Conference Center, Riverside
(With HMC)

SLOCCD Cuesta College Campus Center, San Luis Obispo, CA

Moreno Valley College School of Public Safety, Moreno Valley

Oxnard SD McKinna Elementary, Oxnard, CA

DESIGN WEST
ENGINEERING
Commissioning

Brian Graham

PE, LEED AP, CCP

17 YEARS
OF
EXPERIENCE

7 YEARS
WITH
COMPANY



EDUCATION

- / MS, Systems Engineering, Colorado School of Mines
- / BS, Mechanical Engineering, University of California, Riverside

LICENSES / CERTIFICATIONS

- / Mechanical Engineer, CA, 37151, exp. 12/31/22
- / Certified Compensation Professional (CCP)
- / LEED Accredited Professional (LEED AP)

"I have a passion for energy performance and establishing symbiotic relationships to become an equal, collaborative partner of the team."

Brian joined Design West Engineering in 2014. He directs the energy service and commissioning division for the company. Brian's expertise is in Title 24 Commissioning, LEED Commissioning, Energy Performance Analysis, Retro-Commissioning, Energy Master Planning, and Energy Management System Controls. Brian has a great deal of experience working with complex mechanical systems, municipal buildings, and education buildings including K-12 and Higher Ed. His team has become an equal collaborative partner to every other service division. The symbiotic nature between our Energy Division and the MEP Departments here at Design West has always been a unique specialty and added great value to the services we can provide to our clients.

Project Experience

Eisenhower High School Performing Arts Center, Rialto, CA
(With HMC)

California Baptist University Event Center, Riverside, CA
(With HMC)

Riverside County Office of Ed. Conference Center, Riverside, CA
(With HMC)

Riverside USD Magnolia Elementary School, Riverside, CA

Cal Baptist University College of Engineering, Riverside, CA
(With HMC)

Cheech Marin Center for Chicano Art, Riverside, CA

MARCENE TAYLOR
INC.

Cost Estimator



EDUCATION

/ Certificate in
Construction
Management, CSU
Dominguez Hills

LICENSES / CERTIFICATIONS

/ Certified Professional
Estimator (CPE),
American Society of
Professional Estimators
/ LEED Accredited
Professional Building
Design & Construction
(LEED AP BD+C)

RECOGNITIONS

/ 2019 "Estimator of the
Year" Award, American
Society of Professional
Estimators
/ Past President on
the National Board of
Trustees - American
Society of Professional
Estimators

Marcene Taylor

CPE, LEED AP BD+C

25 YEARS
OF
EXPERIENCE | **11** YEAR
WITH
COMPANY

"Functional public spaces are very important to community wellbeing and I love working on projects that further that development."

Marcene conducts cost planning and analysis for a variety of different facility types specializing in civic, educational, healthcare, parks/recreation and commercial facilities. She has expertise in examining projects by their functional component or trade, value engineering, evaluation of change orders, reconciliation with construction managers, and contract management and control. Marcene specializes in early conceptual estimating in ensuring that a project's scope is achievable for the budget available, emphasizing not only the construction cost portion of the project, but also the entire project budget.

Project Experience

New Natatorium, El Camino College. Torrance, CA *(With HMC)*

New Aquatic Renovation, Diablo Valley College. Pleasant Hill, CA *(With HMC)*

New Athletics Complex with Competition Pool, Mt. San Antonio College. Walnut, CA *(With HMC)*

New Athletics Complex with Competition Pool, Palomar College. San Marcos, CA *(With HMC)*

Aquatics Joint Use Facility, San Marcos Unified School District. San Marcos, CA *(With HMC)*

New Aquatics Facility, Perris Union High School District. Perris, CA *(With HMC)*

Craig Duncan RLA

SILVER BAR STUDIO
Landscape Architect



41 YEARS
OF
EXPERIENCE **21** YEAR
WITH
SILVER BAR

“With a deep respect for the traditions of landscape architecture, I love to explore creative, contemporary solutions for outdoor environments.”

For more than 21 years, Silver Bar Studio Landscape Architecture has a history of providing quality design services throughout the western United States. From private residences to multi-use public facilities to large-scale environmental projects, Silver Bar Studio works to develop functional and inventive landscapes that are successful both aesthetically and technically. They strive to make a positive impact through collaborative efforts with architects, engineers, planners, and engaged clients. Their accessibility and solutions are valued by their clients and they enjoy a high degree of repeat business and word-of-mouth referrals.

EDUCATION

/ BS, Landscape
Architecture, Cal Poly
Pomona

LICENSES / CERTIFICATIONS

/ Registered Landscape
Architect, CA, 2903,
exp. 07/31/22

Project Experience

Indian Springs High School Aquatics Events Center,
San Bernardino, CA

Canyon Springs High School Aquatics Center,
Moreno Valley, CA *(with HMC)*

Glendale High School Aquatics Center, Glendale, CA

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APPENDIX **B**

APPENDIX B



COMMUNITY CENTER, CITY OF LOS BAÑOS

APPENDIX A – FORM OF PROPOSAL

REQUEST FOR PROPOSAL -

ARCHITECTURE AND ENGINEERING DESIGN AND CONSULTANT SERVICES FOR THE YUCCA VALLEY AQUATIC AND RECREATION CENTER PROJECT

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: HMC Architects

Address: 3546 Concours Street, Ontario, CA 91764

Telephone: (909) 989-9979 Fax: N/A

E-mail Address: brad.glassick@hmcarchitects.com

Name of Authorized Person(s): Bradley Glassick

Position(s) of the Person(s): Principal in Charge

Proponent Authorized Signatory: 

Date: 11/29/21

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.

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,
- 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:

HMC Architects has no conflicts of interest pertaining to the project, personnel, financial advantages, etc.

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):

N/A

Signature  Date 11/29/2021

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 Mitch Carp, Senior VP of Risk Management Phone 909-989-9979

Solicitation # N/A Firm Name HMC Architects



**TOWN OF YUCCA VALLEY
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR THE YUCCA VALLEY AQUATICS AND RECREATION CENTER
ADDENDUM NO. 01**

Dated: November 15, 2021

To All Site Walk Attendees:

PLEASE ACKNOWLEDGE RECEIPT AND INCLUSION OF THIS ADDENDUM 01 IN YOUR SUBMITTED RFP RESPONSE BY WRITING IN THE LINE ITEM BELOW.

The additional documents of this project are included as follows:

1. **Mandatory Site Walk Presentation**
2. **Mandatory Site Walk Sign-in Sheets**

Sincerely,

A handwritten signature in black ink, appearing to read "Erica DiCioccio".

Erica DiCioccio
Town of Yucca Valley Project Manager

ACKNOWLEDGEMENT:

This is to acknowledge that the proposer has received and incorporated Addendum No. 01, all Items in this project.

Name of Proposer's Company: HMC Architects

Signed by: A handwritten signature in black ink, appearing to read "Brad Glassick".
Brad Glassick, Principal in Charge

Date: 11/29/2021

11/15/2021

PAGE 1 OF 1

ADDENDUM - 01

51. Q: What is Dahlin and Cummings scope so we do not duplicate with our fee?
A: Dahlin is the Town's Project manager. Cummings will serve the town by reviewing the Design Team's cost estimates.
52. Q: Page 45 of "2021_10-14 - Town Council Presentation and Approval" suggests a Design and Engineering budget of \$1.327 million which is approximately 6% of the construction budget. Can you please confirm this is accurate for what the Town has budgeted for design fees? Is this estimate firm?
A: The Design and Engineering budget is only an estimate only, to be determined by proposals.
53. Q: Is the table of contents exempt from the page limit?
A: Yes.
54. Q: Section 3F with the bullet "Subconsultant Information": May the subconsultants agreement to the Proposer's obligations be referenced within this four page limit while the signed statements are included in the appendix?
A: Make all forms that need to be signed Appendix B including form of proposal and all Addendum acknowledgements
55. Q: May the acknowledgement of addendum sheets be exempt from the page limit
A: Make all forms that need to be signed Appendix B including form of proposal and all Addendum acknowledgements
56. Q: Would ¾" margins be acceptable?
A: No.
57. Q: Is it acceptable to attend OAC meetings virtually on weeks with no schedule site visit?
A: Yes.

Sincerely,



Erica DiCioccio
Town of Yucca Valley Project Manager

ACKNOWLEDGEMENT:

This is to acknowledge that the proposer has received and incorporated Addendum No. 02, all Items in this project.

Name of Proposer's Company: HMC Architects

Signed by: 
Brad Glassick, Principal in Charge

Date: 11/29/2021

11/19/2021

PAGE 6 OF 6

ADDENDUM - 02

Signed Consultant Statements

Snipes-Dye Associates

As the Principal of Snipes-Dye Associates, I confirm that Snipes-Dye Associates has read the RFP and will agree to abide by the awarded proposer's obligations.

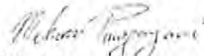


Matthew P. Kurtz, P.E.

Principal

Saiful Bouquet Structural Engineers

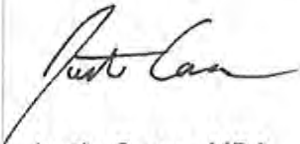
As Structural Principal-in-Charge of Saiful Bouquet Structural Engineers, I confirm that Saiful Bouquet Structural Engineers has read the RFP and will agree to abide by the awarded proposer's obligations.



Mehran Pourzanjani, Principal

Aquatic Design Group

As Aquatics Principal In Charge of Aquatic Design Group, I confirm that Aquatic Design Group has read the RFP and will agree to abide by the awarded proposer's obligations.



Justin Caron, MBA

Principal / CEO

Design West Engineering

As Principal/CFO of Design West Engineering, I confirm that Design West Engineering has read the RFP and will agree to abide by the awarded proposer's obligations.



Mark Galle, Principal, CFO

Silver Bar Studio

As the landscape architect of Silver Bar Studio, I confirm that Silver Bar Studio has read the RFP and will agree to abide by the awarded proposer's obligations.



Craig Duncan
Landscape Architect

Marcene Taylor Inc.

Marcene Taylor Inc. agrees to abide by the awarded proposer's obligations for the Yucca Valley Aquatics and Recreation Center project.

Sincerely,



Marcene Taylor CPE, LEED AP
President

**APPENDIX
C**

APPENDIX C

“The team has been very responsive, have met my project schedules and budgets, and have provided us with an excellent level of service. HMC is my ‘go to’ architectural firm and I look forward to many more successful projects together.”

-Michael Krouse, President & CEO, City of Ontario Convention Center

Ten Year Litigation History

Los Angeles CCD Trade Technical College – Construction Technology Building – (Demand received August 3, 2021, no lawsuit)

Reported to Insurance as claim

HMC received a formal demand letter from the Client seeking reimbursement for a delay claim of \$772,000 alleging design related errors or omissions in the project documents. HMC will be engaging the District to discuss that the additional costs paid to the Contractor is due to delays generated from the DSA Structural Engineer that required multiple submittals of information and supporting documentation to approve the submittals in contravention to the details included in the Project documents already approved by the DSA. Such submittals are customarily approved after one submittal cycle; however, this DSA Structural Engineer is requiring up to 4 or more cycles to obtain approval causing such delay.

Office involved in matter: Ontario.

San Antonio Regional Hospital – MOB (Demand received November 2020, no lawsuit)

Reported to Insurance as claim

HMC received a formal demand letter relating to mechanical engineering concerns. Specifically, the Client claims \$388k in damages due to an undersized air handler providing inadequate airflow exchanges for a tenant in the completed MOB. We are actively engaged with the Client and have tendered this matter to the mechanical engineer to

expeditiously resolve this issue. We are awaiting confirmation from the mechanical engineer's insurance carrier to respond to the settlement demand.

Office involved in matter: Ontario.

El Camino Community College District – New Gymnasium Building (Demand received July 2020, added as Cross Defendant in Arbitration Suit; AAA Case #01-20-0005-4356, Settled in August 2021)

Reported to Insurance as claim

HMC received a Notice of Indemnity Obligations and Demand for Mediation and Arbitration filing for the subject project for alleged errors and omissions related to a contractor claim filed by AMG (\$3,135k) and other District damages (\$433k) arising from alleged errors and omissions. The most significant of the items in the AMG claim relates to alleged delays related to the structural steel shop drawings performed by our engineer, Saiful Bouquet Inc. (SBI). HMC and SBI were previously working with the District's CM firm, Lendlease, in a joint effort to push back on AMG's frivolous and non-substantiated allegations related to the shop drawing issue. Our position is that from a standard of care perspective, we have performed exceptionally on this project as a whole, despite having a substandard, low-bid contractor involved. This matter has now been settled with a nuisance value contribution of \$112k from the entire design team.

Office involved in matter: Ontario.

**El Camino Community College District –
Indoor Pool Building (Demand received
November 2020, added as Cross
Defendant in Arbitration Suit; JAMS Case
#1220069675, Settled in August 2021)**

Reported to Insurance as claim

The Contractor is pursuing a \$300k+ delay-related claim with the District, which focuses on a paint-priming issue with the roof truss structural steel. The plans called for all steel to be primed and painted with high performance paint. Despite the initial delivery of correctly primed steel to the site, the contractor contacted the Structural Engineer (Saiful Bouquet, Inc.) directly to discuss the weld points, in contravention of the communication requirements set forth in the contract documents. The Structural Engineer informed them that they could not weld over primed steel. Consequently, the Contractor took it upon themselves to have all steel top flanges delivered "unprimed". If the Contractor correctly worked through the Architect first, they would have received the correct direction that all steel was to be primed (as clearly indicated in the addendum and specifications) and the Contractor would need to issue a submittal for the welding procedure accordingly. Our position is that from a standard of care perspective, we have performed exceptionally on the overall Project. In spite of this, the District has added HMC as a cross defendant to the Arbitration filing. HMC has come to an agreement to resolve this matter. This matter has been settled for an amount substantially lower than the claim.

Office involved in matter: Ontario.

**Project Frog, Multiple Sites for San
Francisco Unified School District (Lawsuit
filed November 2018; San Francisco
Superior Court, Case #CJC-17-004928,
pending)**

Reported to Insurance as claim

HMC was contracted by Project Frog to provide limited DSA approval assistance for Project Frog's prefabricated classroom buildings at multiple SSFUSD sites. The buildings were designed entirely by Project Frog. SSFUSD filed a claim against Project Frog alleging various deficiencies at multiple campuses (particularly drainage issues, water damage on the second-floor decking, and problems with the roofing) and Project Frog filed a cross complaint to include HMC. We have evaluated each claim and determined that we performed well within the standard of care and in accordance with industry standards. Furthermore, pursuant to a separation agreement executed between HMC and Project Frog in 2015, HMC was formally released from all liability associated with the use of our instruments of service. We are currently working to be dismissed from this claim due to this release of liability agreed to by Project Frog. Court ruled in substantial favor of our MSJ, thereby positioning HMC to be dismissed from the case.

Office involved in matter: San Jose.

Los Angeles County Department of Public Works – Coroner New Crypt Building and Expansion (Filed in July 2014; Settled in December 2016)

Reported to Insurance as claim

Client issued a notice to HMC of their desire to resolve outstanding mechanical and electrical issues generated due to alleged errors and omissions of the MEP consulting engineer. The allegations included continued condensation from an undersized air handler, that the transformer was not the appropriate type, and a minor electrical panel issue. HMC proceeded to settle the matter directly with the Client and is continuing the aggressive pursuit of reimbursement from the MEP engineer for the full settlement value plus additional damages to HMC. Settlement reached with Client 12/22/16.

Office involved in matter: Los Angeles.

Consultant Agreement – Breen Engineering, Inc. (Filed in 2014; Settled in 2016)

Reported to Insurance as claim

In response to HMC's claim against Breen Engineering, Inc. that the Civil Engineering services provided to HMC did not meet the standard of care, Breen filed a claim against HMC for breach of contract and refusal to pay for their services. Matter resolved and settled 11/3/2016.

Office involved in matter: Los Angeles.

Healdsburg Unified School District (Filed January 17, 2013; Settled in 2014)

Reported to Insurance as claim

The District filed a claim alleging water intrusion, roofing deficiencies, and defects to the sidewalks, walls, windows, and other components of the building. The District had fully occupied the building for six years prior to filing the claim and never reported any of these issues to HMC. Though it was HMC's position that the issues were solely construction related and the statute of limitations to file a claim had expired, all parties to the suit reached a global settlement agreement, without any admission of liability or responsibility.

Office involved in matter: Sacramento

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A black and white photograph of a woman with curly hair, smiling and looking towards the camera. She is in a swimming pool, holding a water resistance exerciser (aqua dumbbell) with both hands. The exerciser has two large, rounded ends. The water is rippling around her, and the background shows the pool's edge and some foliage.

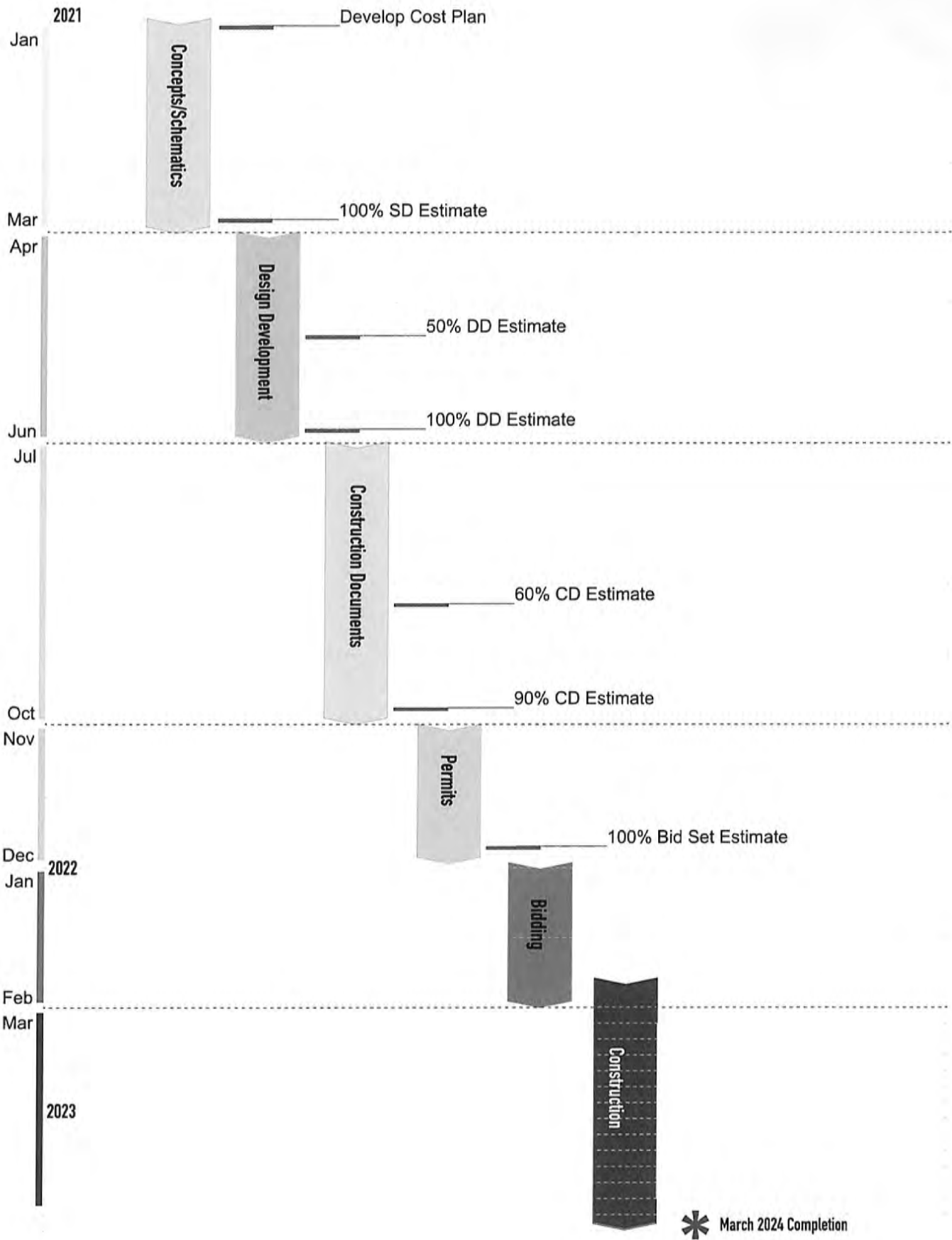
APPENDIX
D

APPENDIX D



GYMNASIUM, SYLVESTER GREENWOOD ACADEMY

Proposed New Schedule



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APPENDIX
F

APPENDIX F

“We recognize and appreciate the real added value of the special efforts put forth by HMC. They exemplified a high-level professionalism, fairness and cooperation with all team members, while openly representing and protecting the ‘best interest’ of the department and the project.”

**- Brad Windsor, Assistant Fire Chief,
City of Oxnard**

DESIGN PROFESSIONAL SERVICES AGREEMENT

**[FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING,
ENVIRONMENTAL, LAND SURVEYING, AND CONSTRUCTION PROJECT
MANAGEMENT SERVICES]**

By and Between

**THE TOWN OF YUCCA VALLEY,
a municipal corporation**

and

RIV #4816-1566-8841 v1

-1-

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF YUCCA VALLEY, CALIFORNIA
AND**

This Agreement for Design Professional Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the Town of Yucca Valley, a municipal corporation ("Town") and _____, a _____ ("Design Professional"). Town and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Town has sought, by *[describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes]*, the performance of the *[pick one: architectural / landscape architectural / engineering / environmental / land surveying / construction project management]* services defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a *[proposal / quote / bid, etc.]* for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the Town to perform those services.

C. Design Professional was selected by the Town on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the ~~satisfactory~~ performance of the services required.

D. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Design Professional Services Agreement and the Town Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 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 here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for [years/months] commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The Town, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services. There should be a list or Exhibit denoting services that would qualify as additional services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars (\$ _____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Design Professional'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.

(a) Each month Design Professional shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Design Professional contracts. Sub-Design Professional charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each

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*Note for invoicing process. We normally do not provide this.

within 10 days of receipt with a clear description of the nature of the dispute

invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Town shall independently review each invoice submitted by the Design Professional to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Design Professional for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by Town, Town will ~~use its best efforts to cause Design Professional to be paid within forty-five (45) days~~ of receipt of Design Professional's correct and undisputed invoice.

*Missing: Interest for late pay pursuant to CC 3320.

*remit payment in thirty (30) days per Civil Code Section 3320

(c) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any ~~defects~~ in work performed by Design Professional. liability for damages resulting from the professional negligence

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Town may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. Town shall reject or finally accept Design Professional's work within sixty (60) days after submitted to Town. Town shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

for any purpose at the Project site

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional 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 Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to Town all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that Town utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's ~~guarantees and warranties~~ in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

**representation

Missing: Need language that clarifies that the copyright remains with the Design Professional and that any use or reuse of the Instruments of service without the participation of the Design Professional will be at the sole risk and ability of the Town.

All Final Work Product developed by Design Professional 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 Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to Town all such Final Work Product if paid for by the Town. This provision specifically excludes Design Professional's work notes and drafts, which are owned by Design Professional, not Town.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Design Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Town pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Town or its designated representative. Copies of such documents or records shall be provided directly to the Town for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.

(c) Where Town has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, Town may, by written request, require that custody of such documents or records be given to the Town. Access to such documents and records shall be granted to Town, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Design Professional 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. Design Professional 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. Design Professional 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.

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(b) Design Professional 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. Design Professional 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 Design Professional shall at all times be under Design Professional's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to a concern the result of Design Professional's provision of service and not the means, methods, or scheduling of the Design Professional's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Design Professional, nor any of Design Professional'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. Design Professional expressly waives any claim Design Professional may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Design Professional 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. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section. **[DELETE IF NO FEDERAL FUNDS ARE USED.]** In addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Consultant must also comply with the federal

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*negligent

contract terms, conditions, rules, and regulations set forth in the attached Exhibit D ("Federal Contract Terms, Conditions, and Regulations").]

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of Town and Design Professional 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.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Design Professional 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 Design Professional so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Design Professional 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.

SECTION 14. CONFLICTS OF INTEREST.

(a) Design Professional 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 Design Professional's performance of the Services. Design Professional 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 Town Manager. Design Professional 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.

(b) Town understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any

stated position of Town relative to such projects. Any future position of Town on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Town understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

(b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Town Manager or unless requested by the Town Attorney of Town, voluntarily provide 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 Design Professional gives Town notice of such court order or subpoena.

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

(d) Design Professional shall promptly notify Town should Design Professional, 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 thereunder. Town retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response. Design Professional shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Missing: Exceptions to confidential information such as, public domain, already known to the Design Professional, authorized for disclosure etc.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Design Professional. Where the services to be provided by Design Professional under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Design Professional agrees to indemnify, ~~defend~~ and hold harmless, the Town, its officers, officials, employees ~~and volunteers~~ from any and all claims, demands, costs or liability that actually ~~or allegedly~~ arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Design Professional and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the Town, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the Town, then Design Professional's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the Town and shall not exceed the Design Professional's proportionate percentage of fault.

(b) As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general liability and automobile liability insurance, Design Professional agrees to indemnify, defend and hold harmless the Town, its officers officials, employees ~~and volunteers~~ for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Design Professional's ~~performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the Town, its officers, officials, employees and volunteers~~ *negligent

(c) Indemnification from Sub-consultants. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional 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 Design Professional 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, ~~the~~

SECTION 17. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of

this Agreement. All insurance policies shall be subject to approval by Town as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the Town Manager. Design Professional agrees to provide Town with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. Town has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the Town. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Town to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Town acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify Town of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Town may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Town.

(c) If either Design Professional or Town fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or Town may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or Town, all property belonging exclusively to Town which is in Design Professional's possession shall be returned to Town. Design Professional shall furnish to Town a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

unless such amounts are due to the Design Professional for services properly rendered as set forth in this Agreement.

SECTION 21. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the Town may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional 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 Design Professional is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Design Professional does not cure the default, the Town may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the Town to give notice of the Design Professional'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.

SECTION 22. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Town, court orders, fires, floods, pandemics, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY TOWN.

All public information, data, reports, records, and maps as are existing and available to Town as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Town: Town of Yucca Valley
Attn: Town Manager
57090 29 Palms Hwy
Yucca Valley, CA 92284

To Design Professional: _____

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Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Town Manager or his or her designated representative. The Town Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Town Manager's contracting authority under the Yucca Valley Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the Town. The Town Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Town Manager's contracting authority under the Yucca Valley Municipal Code. The Town's Town Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Town Manager 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.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and Town prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

Company Name

By (sig): _____ By (sig): _____

By (Print): _____ By (Print): _____

Title: _____ Title: _____

NOTE: DESIGN PROFESSIONAL'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 DESIGN PROFESSIONAL'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	
COUNTY OF _____	
On _____, 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	
CAPACITY CLAIMED BY SIGNER ☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ ☐ PARTNER(S) TITLE(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	
COUNTY OF _____	
On _____, 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	
CAPACITY CLAIMED BY SIGNER ☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ ☐ PARTNER(S) TITLE(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	

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EXHIBIT "A"
SCOPE OF SERVICES

I. Design Professional will perform the following Services:

- A.
- B.
- C.
- D.

II. As part of the Services, Design Professional will prepare and deliver the following tangible work products to the Town:

- A.
- B.
- C.
- D.

III. During performance of the Services, Design Professional will keep the Town apprised of the status of performance by delivering the following status reports:

- A.
- B.
- C.
- D.

IV. The tangible work products and status reports will be delivered to the Town pursuant to the following schedule:

- A.
- B.

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C.

D.

V. Design Professional will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Design Professional will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

EXHIBIT "B"
COMPENSATION

I. Design Professional shall use the following rates of pay in the performance of the Services:

A. [job] [hourly rate]

B. [job] [hourly rate]

C. [job] [hourly rate]

D. [job] [hourly rate]

E. [job] [hourly rate]

II. Design Professional may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$_____ per hour without written authorization from the Town Manager or his designee.

IV. The total compensation for the Services shall not exceed \$_____, as provided in Section 4 "Compensation and Method of Payment" of this Agreement.

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EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. 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 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 Entity for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

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B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, its officers, officials, employees, ~~and volunteers~~ are to be covered as 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).

C. Primary Coverage. For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance coverage as least as broad as ISO CG 20 01 04 13 in respect to the Entity, its officers, officials, employees ~~or volunteers~~. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees ~~or volunteers~~ shall be excess of the Consultant's insurance and shall not contribute with it.

D. Notice of Cancellation. 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. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation. 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 Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

G. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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H. Verification of Coverage. Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[OPTIONAL – DELETE IF NO FEDERAL MONEY IS BEING USED]**EXHIBIT D****FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS**

As used in this Exhibit F, this Agreement may be referred to as the “contract,” and Consultant may be referred to as “contractor.” In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

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Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

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September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from

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extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard Work week of 40 hours. Work in excess of the standard Work week is permissible provided that the Worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours Worked in excess of 40 hours in the Work week. The requirements of 40 U.S.C. 3704 are applicable to construction Work and provide that no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient

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wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research Work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. **2 CFR § 200.322 Procurement of Recovered Materials.** . A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource

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recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 9. Certification for Contracts, Grants, Loans, and Cooperative Agreements.** The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

- 10. Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving.** Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV

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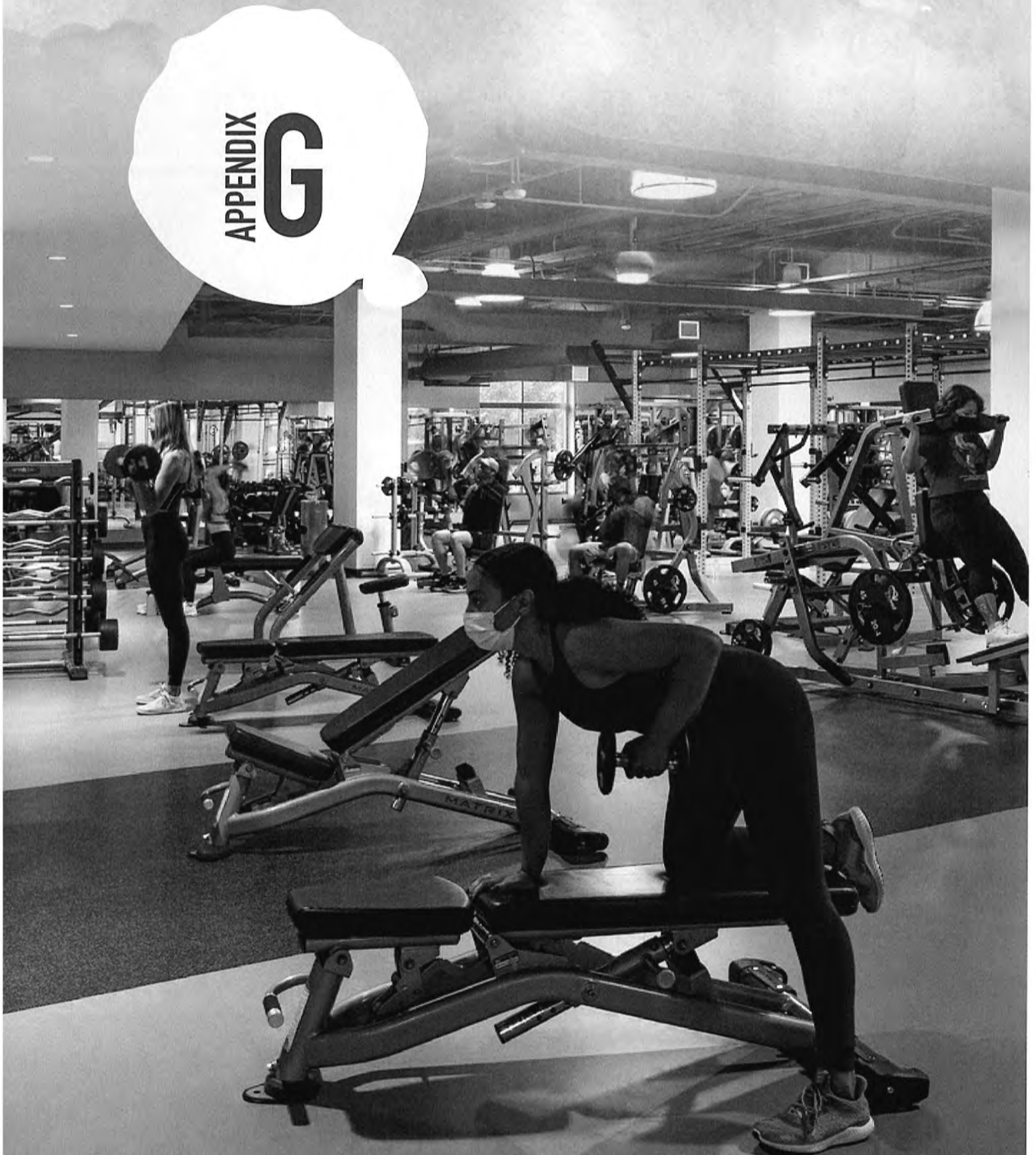
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when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

11. **Drug-Free Workplace (2 CFR 5182 and 51401)**. The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.
12. **Copeland Anti-Kickback Act (18 U.S.C. 874)**. Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).

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APPENDIX G



APPENDIX G



WELL EXPANSION AND RENOVATION, SACRAMENTO STATE UNIVERSITY

APPENDIX G – 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

Brad Glassick, Principal in Charge

Title of Authorized Representative

HMC Architects

Business/Contractor/ Agency

11/29/2021

Date



EXHIBIT "B"
COMPENSATION

- I. **Design Professional shall use the following rates of pay in the performance of the Services:**
- A. See attached design services Fee Proposal for total project compensation and compensation per Phase of Work.
- B. See attached Hourly Rate Sheets from HMC submittal response to the RFQ/P document dated November 29, 2021
- II. **Design Professional may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor shall not exceed rates provided on HMC submittal response to the RFQ/P document dated November 29, 2021, and attached hereto, without written authorization from the Town Manager or his designee.**
- III. **The total compensation for the Services shall not exceed One Million Nine Hundred and One Thousand four Hundred and Twenty One dollars with zero cents (\$1,901,421.00), as provided in Section 4 "Compensation and Method of Payment" of this Agreement, and as shown in the following breakdown:**

BASIC SERVICES	\$	1,789,136.00
SUPPLEMENTAL SERVICES REQUESTED	\$	72,285.00
REIMBURSABLE EXPENSES	\$	40,000.00
TOTAL	\$	1,901,421.00

(a) The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, the following Reimbursable expenses:

- (i) costs for personnel travel to/from Project location and Town offices,
- (ii) per diem expenses aligned with the following –
 - (1) Maximum of \$30/person per meal
 - (2) Maximum of \$200/person per night for hotel stays when required and approved by Town
- (iii) printing and shipping of deliverables in the quantities set forth in Exhibit "A". or any other direct or indirect expenses incident to providing the services.

— This applies only to deliverables provided to the Town and specifically excludes in-house prints.

(b) Reimbursable Expenses are limited to a maximum 10% markup.

(c) Except as expressly set forth in the Agreement and Exhibit B, there shall be no payment for extra costs or expenses.

NOVEMBER 29, 2021

FEE PROPOSAL FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

TOWN OF YUCCA VALLEY AQUATICS AND RECREATION CENTER

HMC Architects

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Exhibit C: Fee Proposal Matrix

HMC Architects
TOWN OF YUCCA VALLEY
ARCHITECTURE AND ENGINEERING DESIGN SERVICES FEE PROPOSAL

AQUATICS AND RECREATION CENTER - ARCHITECT					
FEES					
	PHASE 1			PHASE 2	
	1A	1B	1C	2A	2B
Discipline (add to as needed)	Project Kickoff	Conceptual Design	Schematic Design	Design Development	Construction Documents
BASIC SERVICES					
Architecture		\$ 54,750.00	\$ 109,500.00	\$ 219,000.00	\$ 372,300.00
Signage / Graphics		\$ -	\$ -	\$ -	\$ -
Codes and Accessibility Compliance		\$ -	\$ -	\$ -	\$ -
Structural Engineering		\$ 8,125.00	\$ 16,250.00	\$ 32,500.00	\$ 55,250.00
Mechanical Engineering		\$ 3,733.00	\$ 7,466.00	\$ 14,932.00	\$ 25,385.00
Plumbing		\$ 1,573.00	\$ 3,146.00	\$ 6,292.00	\$ 10,696.00
Electrical Engineering		\$ 2,857.00	\$ 5,714.00	\$ 11,428.00	\$ 19,428.00
Lighting Design		\$ 1,225.00	\$ 2,449.00	\$ 4,898.00	\$ 8,326.00
Low Voltage (SCS)		\$ 915.00	\$ 1,830.00	\$ 3,660.00	\$ 6,222.00
Audio Visual		\$ 915.00	\$ 1,830.00	\$ 3,660.00	\$ 6,222.00
Security Systems (Basis of Design)		\$ -	\$ -	\$ 2,700.00	\$ 900.00
Fire Alarm (Basis of Design)		\$ -	\$ -	\$ 2,700.00	\$ 900.00
Aquatic Design (Specialty Consultant)		\$ 4,375.00	\$ 8,750.00	\$ 17,500.00	\$ 29,750.00
Building Management Systems (BOD)		\$ -	\$ -	\$ 3,263.00	\$ 1,087.00
Utility Coordination		\$ -	\$ -	\$ 7,785.00	\$ 2,595.00
Cost Estimating		\$ 2,700.00	\$ 4,500.00	\$ 18,900.00	\$ 24,600.00
Landscape		\$ 400.00	\$ 800.00	\$ 1,600.00	\$ 3,500.00
Civil		\$ 6,600.00	\$ 13,200.00	\$ 26,400.00	\$ 44,800.00
SUBTOTALS		\$ 88,168.00	\$ 175,435.00	\$ 377,218.00	\$ 611,961.00
SUBTOTAL BY PHASE		\$ 263,603.00	\$		
SUPPLEMENTAL SERVICES REQUESTED					
SWPPP					\$ 8,000.00
Commisioning Agent		\$ -	\$ 2,400.00	\$ 1,500.00	\$ 3,525.00
FFE Design and Procurement				\$ 13,600.00	\$ 10,880.00
SUBTOTAL FOR ADDITIONAL SERVICE		\$ -	\$ 2,400.00	\$ 15,100.00	\$ 22,405.00
SUBTOTAL BY PHASE		\$ 2,400.00	\$		
GRAND TOTAL					

Interior Design, Code Compliance, Signage and Graphics included in
Project Kick Off Included in Conceptual Design Phase
A single reimbursable allowance of \$40,000 is provided for the entire team

11/29/2021

STRUCTURE AND ENGINEERING DESIGN SERVICES

PHASE 3						
2C	3A	3B	3C	Reimbursible Expenses Estimate	TOTAL per Discipline	% of Fee
Regulatory Permitting	Bid Support	Construction Administration Support	Close out & Commissioning			
\$ 21,900.00	\$ 21,900.00	\$ 273,750.00	\$ 21,900.00	\$ -	\$ 1,095,000.00	61.20%
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 3,250.00	\$ 3,250.00	\$ 40,625.00	\$ 3,250.00	\$ -	\$ 162,500.00	9.08%
\$ 1,493.00	\$ 1,493.00	\$ 18,665.00	\$ 1,493.00	\$ -	\$ 74,660.00	4.17%
\$ 629.00	\$ 629.00	\$ 7,866.00	\$ 629.00	\$ -	\$ 31,460.00	1.76%
\$ 1,142.00	\$ 1,142.00	\$ 14,285.00	\$ 1,142.00	\$ -	\$ 57,138.00	3.19%
\$ 490.00	\$ 490.00	\$ 6,122.00	\$ 490.00	\$ -	\$ 24,490.00	1.37%
\$ 366.00	\$ 366.00	\$ 4,575.00	\$ 366.00	\$ -	\$ 18,300.00	1.02%
\$ 366.00	\$ 366.00	\$ 4,575.00	\$ 366.00	\$ -	\$ 18,300.00	1.02%
\$ -	\$ -	\$ -	\$ 72.00	\$ -	\$ 3,672.00	0.21%
	\$ -	\$ -	\$ 87.00	\$ -	\$ 3,687.00	0.21%
\$ 1,750.00	\$ 1,750.00	\$ 21,875.00	\$ 1,750.00		\$ 87,500.00	826.49%
\$ -	\$ -	\$ -	\$ 72.00	\$ -	\$ 4,422.00	0.24%
\$ -	\$ -	\$ -	\$ 207.00	\$ -	\$ 10,587.00	0.59%
\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ 56,100.00	3.14%
\$ 200.00	\$ 200.00	\$ 2,500.00	\$ 200.00		\$ 9,400.00	0.53%
\$ 2,640.00	\$ 2,640.00	\$ 33,000.00	\$ 2,640.00		\$ 131,920.00	7.37%
\$ 39,626.00	\$ 34,226.00	\$ 427,838.00	\$ 34,664.00	\$ -	\$ 1,789,136.00	100%
1,028,805.00	\$	462,064.00	\$ 34,664.00			
				\$ -	\$ 8,000.00	11.07%
\$ -	\$ -	\$ 8,715.00	\$ 16,185.00	\$ -	\$ 32,325.00	44.72%
	\$ 4,080.00	\$ 2,040.00	\$ 1,360.00		\$ 31,960.00	44.21%
\$ -	\$ 4,080.00	\$ 10,755.00	\$ 17,545.00	\$ -	\$ 72,285.00	100%
37,505.00	\$	14,835.00	\$ -			
				\$ 40,000.00	\$ 1,861,421.00	

Rate Sheets

HMC Architects Rate Schedule	
Principal in Charge	\$235
Senior Project Manager/Senior Project Architect/ Senior Technical Manager	\$210
Project Manager/Project Architect/Technical Manager	\$190
Project Leader/Technical Leader	\$170
Project Coordinator	\$140
Senior Construction Administrator	\$210
Construction Administrator	\$160
Construction Administration Support	\$105
Design Principal	\$235
Senior Project Designer	\$210
Project Designer	\$190
Design Leader	\$170
Designer II	\$125
Designer	\$105
Senior Interior Designer	\$210
Senior Interior Project Designer	\$210
Senior Estimator	\$205
Senior Specifications Writer	\$205
Sustainable Design	\$205
Specifications Writer	\$190
Visualization Arts	\$180
Agency Compliance	\$135
Senior Education Facilities Planner	\$195
Education Facilities Planner	\$160

Snipes-Dye associates

William A. Snipes, P.E., L.S.
Principal

Matthew P. Kurtz, P.E.
Principal

Son P. Nguyen, P.E.
Principal

Eduardo Cadena, P.E.
Project Manager

Todd Rockwell, L.S.
Survey Manager

Adolfo Flores Jr.
Asst. Survey Manager

SCHEDULE OF HOURLY BILLING RATES

For the period of July 1, 2021 through June 30, 2022

CIVIL ENGINEERING SERVICES

Principal Engineer	\$210
Project Manager	\$190
Project Engineer	\$170
Sr. Design Engineer	\$140
Design Engineer	\$118
Assistant Design Engineer	\$104
Junior Design Engineer	\$94
CAD Technician	\$120
Assistant CAD Technician	\$94
Technical Assistant	\$82
Project Administrator	\$60

SURVEYING SERVICES

Principal Surveyor	\$210
Project Manager	\$190
Survey Manager	\$170
GPS Survey Crew	\$210
One Person Survey Crew	\$180
One Person Survey Crew Prevailing Wage	\$225
Two Person Survey Crew	\$210
Two Person Survey Crew Prevailing Wage	\$280
Survey Analyst	\$140
Survey Calculations	\$128
CAD Technician	\$120
Assistant CAD Technician	\$94
Technical Assistant	\$82
Project Administrator	\$60

Note: Surveying rates shown include all equipment.

OTHER SERVICES

Forensic Engineering	\$295
Depositions and Court Testimony	\$395
(travel time @ \$295 rate, no minimum)	
Outside Expenses (subconsultants, printing charges, subsistence)	
Cost + 15%	

civil engineers and land surveyors

8348 Center Drive, Suite G • La Mesa, CA 91942-2910 • 619/697-9234 • Fax 619/460-2033



155 N. Lake Avenue, 6th Fl.
Pasadena, California 91101
626.304.2616 (T)
626.304.2676 (F)

www.SaifulBouquet.com

SBI RATE SCHEDULE

(Effective till December 2022)

Managing / Senior Principal	\$250
Principals	\$235
Project Manager	\$200
Senior Project Engineer	\$175
Project Engineer	\$165
Senior Engineer/Senior Analyst	\$150
Engineer	\$135
Design Engineer	\$130
Senior Structural Coordinator	\$160
BIM Project Manager	\$150
Senior Project BIM Designer	\$145
Project BIM Designer	\$140
BIM Senior Designer	\$125
BIM Designer	\$105
Presentation Designer	\$130
Administrative Assistant	\$90
Other Support Staff	\$80

Miscellaneous

Incidental Expenses	Cost
Postages, Delivery Charges,	Cost
Prints, Copies, Telephone	Cost
Travel & Subsistence	Cost
Mileage	Per IRS Standard Rates

Note: All rates subject to change end of each year based on annual inflation and cost of living adjustments



Your Partners
in Mechanical,
Electrical,
Plumbing,
Commissioning,
Fire Protection,
Technology,
& Energy.

2021 RATE SHEET

Principal Engineering.....\$215.00 per hour

Mechanical & Plumbing Engineering

Senior Engineer, Mechanical\$195.00 per hour
Mechanical Project Manager\$150.00 per hour
Mechanical Designer\$115.00 per hour
Mechanical CAD Draftsperson\$95.00 per hour

Electrical Engineering

Senior Engineer, Electrical\$195.00 per hour
Electrical Project Manager\$150.00 per hour
Electrical Designer\$115.00 per hour
Electrical CAD Draftsperson\$95.00 per hour

Commissioning Services

Director of Commissioning Services.....\$195.00 per hour
Commissioning Agent.....\$150.00 per hour
Commissioning Engineer.....\$115.00 per hour

Energy Services

Director of Energy Services Engineering\$195.00 per hour
Energy Services Engineer\$150.00 per hour
Energy Services Designer\$115.00 per hour

Fire Protection Engineering

Senior Engineer, Mechanical\$195.00 per hour
Fire Protection Project Manager\$150.00 per hour
Fire Protection Designer\$115.00 per hour

Utility Coordination

Senior Engineer\$195.00 per hour
Project Manager\$150.00 per hour
Utility Coordinator\$115.00 per hour
CAD Draftsperson\$95.00 per hour

Low Voltage Engineering

Senior Engineering, Electrical\$195.00 per hour
Low Voltage Project Manager\$150.00 per hour
Low Voltage Designer\$115.00 per hour

Clerical Support\$75.00 per hour

412 E. Vanderbilt Way | San Bernardino, CA 92408
Southern California 909.890.3700 | Pacific Northwest 425.458.9700 | DesignWestEng.com



2021 HOURLY RATES

1.	Principal.....	\$215.00	Per Hour
2.	Project Architect / Engineer.....	\$195.00	Per Hour
3.	Project Manager.....	\$175.00	Per Hour
4.	Designer.....	\$135.00	Per Hour
5.	Administration.....	\$80.00	Per Hour



MARCENE TAYLOR INC.

2021 Hourly Billing Rates

MTI extends a special blended hourly rate
to HMC Architects only of \$150/hr.

silver bar studio
landscape architecture

Main Office:
 PO Box 5008-373
 Mariposa, CA 95338

Attachment "A"

SCHEDULE OF CHARGES - 2021

Personnel

Landscape Architect	\$125
Landscape Construction Manager	\$100
Landscape Designer/CADD Operator	\$75
Administrative Assistant	\$50

The above hourly rates will be in effect through 12/31/2020

Reimbursable Charges

Mileage-Personal Vehicle	0.55/mile
Supplies/Telephone/Postage/Delivery	Cost
Outside Services	Cost

Billing and Payment

Client warrants that funds are available to compensate **Silver Bar Studio** for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits or financing commitments by lending institutions or other third parties.

Invoices will be submitted by **Silver Bar Studio** each month, or as per the client's billing instruction, and are due and payable within 30 days of invoice date.



EXHIBIT "C"

INSURANCE

A. Insurance Requirements. Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. 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 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 Entity for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, its officers, officials, and employees, are to be covered as 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).

C. Primary Coverage. For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance coverage as least as broad as ISO CG 20 01 04 13 in respect to the Entity, its officers, officials, and employees. Any insurance or self-insurance maintained by the Entity, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

D. Notice of Cancellation. 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. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation. 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 Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

G. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

H. Verification of Coverage. Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



AMENDMENT 1

TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 18, 2022, BY AND BETWEEN TOWN OF YUCCA VALLEY AND HMC GROUP FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE YUCCA VALLEY AQUATICS AND RECREATION CENTER

This amendment (hereinafter referred to as the "AMENDMENT") to an agreement (hereinafter "AGREEMENT") is made and entered into this **20th day of December, 2022**, by and between the Town of Yucca Valley (hereinafter "TOWN"), and HMC Group. (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for additional services for PV system design as part of the Town's Aquatics and Recreation project (hereinafter "PROJECT") within the Town of Yucca Valley.

RECITALS

- A. On January 18, 2022, the TOWN and the CONTRACTOR entered into an AGREEMENT for architectural and engineering services for the Town's Aquatics and Recreation Project in the amount of \$1,901,421.00.

TERMS

1. "Section 4 Compensation and Method of Payment" and "Exhibit B, paragraph IV." This Amendment provides for a \$181,200. increase in the maximum compensation amount from \$1,901,421.00 to \$2,082,621.00.
2. "Section 2 Scope of Services" . This amendment will provide for the additional services for PV System Design as proposed in Exhibit A to this amendment to be included as part of the Scope of Services reflected in the AGREEMENT.
3. 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.

SIGNATURE PAGE TO

AMENDMENT 1

**TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 18, 2022,
BY AND BETWEEN TOWN OF YUCCA VALLEY AND HMC GROUP FOR ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE YUCCA VALLEY AQUATICS AND RECREATION CENTER**

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

TOWN OF YUCCA VALLEY



Curtis Yakimow, Town Manager

HMC GROUP



12/22/2022

Brad Glassick, Principal

ATTEST:



Lesley Copeland, Town Clerk

Exhibit A

**TO AMENDMENT 1 TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED
JANUARY 18, 2022, BY AND BETWEEN TOWN OF YUCCA VALLEY AND HMC GROUP FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE YUCCA VALLEY AQUATICS AND
RECREATION CENTER**

November 28, 2022

Mr. Curtis Yakimow
Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Regarding: **Yucca Valley Aquatics and Recreation Center**
Additional Service for PV System Design
HMC #2527 001 000

Dear Curtis:

HMC Group is pleased to submit the following proposal for designated professional services per the scope of work noted below.

A. SCOPE OF WORK:

The Town is securing funding for the project PV systems at this time. The intent of the Town is to have the PV incorporated into the project documents and bid as a part of the building scope so that the Town has a full turnkey system when construction is complete.

HMC will design and engineer the PV systems for the project which entail the following:

- Two solar canopies north of the gym in the parking area.
- One solar canopy on the east side of the gym along the drive aisle and parking.
- One solar canopy on the north side of Brehm Park soccer area, along the newly extended access road.
- Roof top solar on the gym portion of the recreation center.
- All infrastructure related to the systems to tie them into a single PV system on both the roof top and all solar canopies.

B. EXCLUSIONS AND ASSUMPTIONS:

1. HMC will hire a civil engineer (Snipes Dye) to coordinate and revise the underground water storage with the canopy footings. There will also need to be footing coordination with the retaining wall on the east side of the site with the retaining structures there.
2. HMC will hire a structural engineer (Saiful Bouquet) for the design of the canopy framing and foundation systems.
3. HMC will hire an electrical engineer (Design West) for the design and engineering of all electrical components within the PV system and interface with the already designed recreation center systems. The parking lot lighting will also be redesigned to eliminate the pole fixtures and now use under canopy lighting fixtures.
4. HMC will not be required to hire any other consultants.
5. Canopy extents are assumed to be per the attached site plan (see attached). If the PV canopy scope expands significantly from the assumed canopy configuration, HMC will provide an additional service to cover the variance in scope. A canopy design will be developed by HMC for Town review for each of the 4 copies.

6. The PV system design and engineering will not be complete by the initial Town submittal in early December. The assumption for this scope is that it will be issued as an addendum during the bid period or during backcheck if that is acceptable. The intent is to have the PV system complete during the bidding phase so that the system is a part of the complete install and scope of the general contractor.
7. Other than those Terms set forth in this letter, all other Terms and Conditions shall be per the Agreement between HMC and the Town from January 2022.

C. COMPENSATION:

The fixed fee for these services is One Hundred Eighty-One Thousand Two Hundred dollars (\$181,200) based on the above assumptions and exclusions.

D. DELIVERABLES:

The deliverables for this scope will be additional full size civil, architectural, structural and electrical sheets that will be integrated into the building package. The project specifications will also be modified to include the appropriate PV sections.

E. ADDITIONAL SERVICES:

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Exhibit A HMC Hourly Rate Schedule per the Agreement.

HMC and I sincerely thank you and the District for this opportunity. If you have any questions, please contact me at (909) 989-9979, ext. 2306.

Regards,

HMC GROUP



Brad Glassick, LEED AP
Principal
License #C-32437

Approved By:

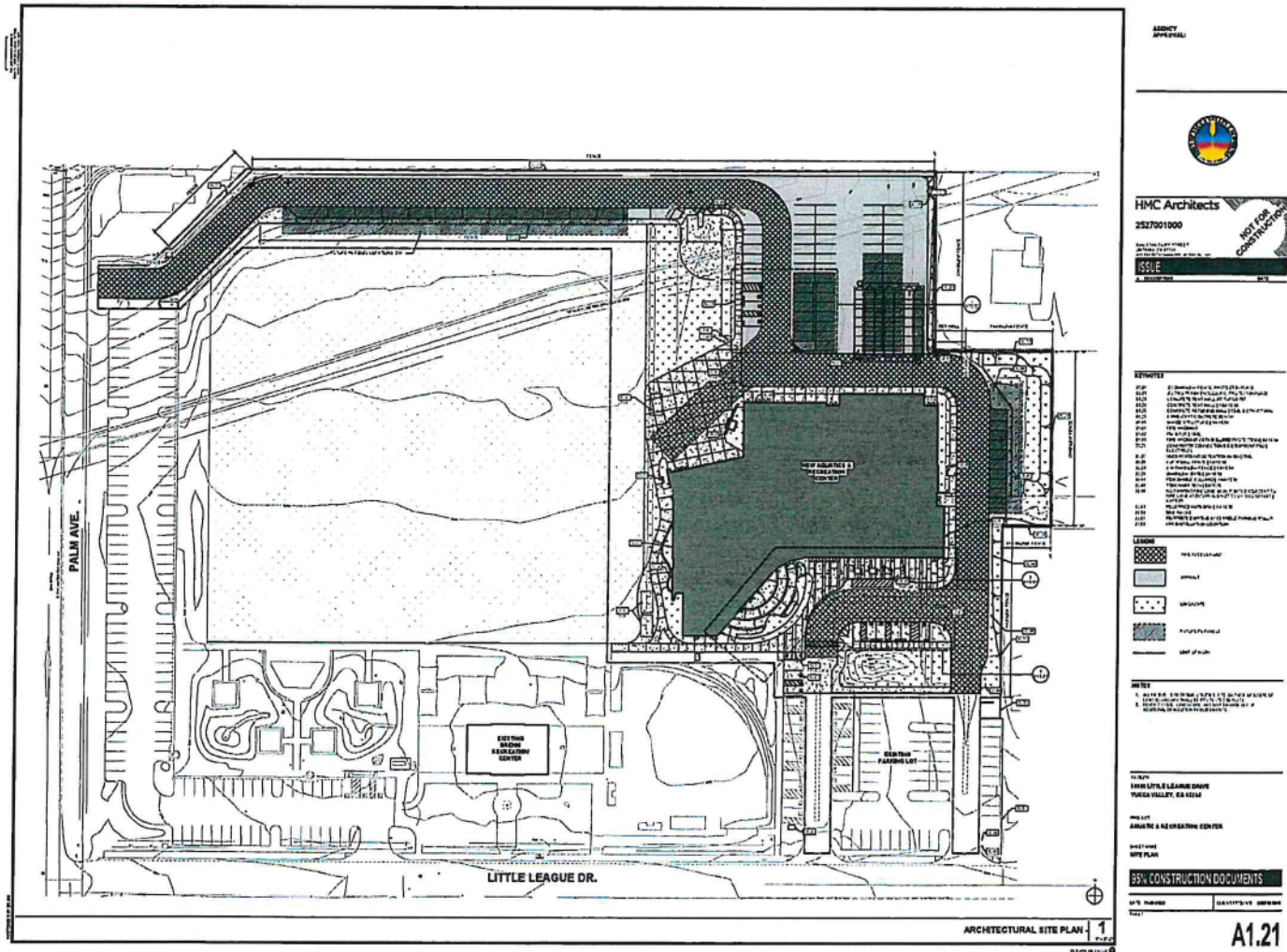


12/22/2022

Curtis Yakimow
Town Manager (Date)

Exhibits: Attachment A-Preliminary Canopy Site Plan

cc: Jarrett Bucknor, File-CN-AOA



AMENDMENT 2
TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT DATED JANUARY 18, 2022 BY
AND BETWEEN TOWN OF YUCCA VALLEY AND HMC ARCHITECTS FOR
ARCHITECTURAL AND ENGINEERING DESIGN 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 5th day of November 2024, by and between the Town of Yucca Valley (hereinafter "TOWN"), and HMC Architects, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for architectural and engineering design services.

RECITALS

- A. On January 18, 2022, the TOWN and the CONTRACTOR entered into an AGREEMENT for architectural and engineering design services in the amount of \$1,901,421.00 for a term ending with project completion.
- B. 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.
- C. Due to extended bidding period for the Yucca Valley Aquatic and Recreation Center Project (\$42,500); in addition to the TOWN requesting the design of the steel frame (\$75,200.00); and the pool depth change design (\$13,500.00), an increase of \$131,200.00 is warranted.

TERMS

- 1. "Section 4 Compensation and Method of Payment," the first paragraph of this section of the original AGREEMENT is hereby amended to read as follows:

Subject to any limitations set forth in this Agreement, Town agrees to pay Design Professional the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed TWO MILLION TWO HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$2,213,821.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Design Professional'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. "Exhibit "B", paragraph "III" is hereby amended to read as follows:

The total compensation for the Services shall not exceed TWO MILLION TWO HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$2,213,821.00), 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
2021/22	\$ 1,901,421.00	Original Contract Amount
2022/23	\$ 181,200.00	Amendment 1
2024/25	\$ 131,200.00	Amendment 2

This AMENDMENT provides for a \$131,200.00 increase to the contract amount for FY2024/25 from \$ 2,082,621.00 to \$ 2,213,821.00.

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 2.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT 2 on the date first herein above written.

Town of Yucca Valley

HMC Architects

By:



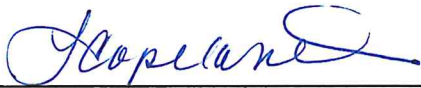
Curtis Yakimow, Town Manager

By:



Brad Glassick, Managing Principal

ATTEST:



Lesley Copeland, Town Clerk

PROFESSIONAL SERVICES AGREEMENT
FOR
CONSTRUCTION MANAGEMENT SERVICES
By and Between
THE TOWN OF YUCCA VALLEY,
a municipal corporation

and
SAFEWORKCM
a California Corporation

Yucca Valley Aquatic & Recreation Center Project
Prop 68
Town Project No. 8313-6007

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF YUCCA VALLEY, CALIFORNIA
AND
SAFEWORKCM**

This Agreement for Professional Services ("Agreement") is entered into as of this 21st day of March 2023 by and between the Town of Yucca Valley, a municipal corporation ("Town") and, SAFEWORKCM a California Corporation ("**Construction Management Firm**"). Town and Construction Management Firm are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties", for the following project ("Project"):

Yucca Valley Aquatics and Recreation Center, located at Little League Drive in Yucca Valley, CA, as further described in the Project Scope attached here to as **Exhibit "A"**

RECITALS

A. Town has sought, by request for qualifications and proposals, the performance of the construction management services defined and described particularly in Section 2 of this Agreement.

B. Construction Management Professional, following submission of a qualification and proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the Town to perform those services.

C. Construction Management Firm was selected by the Town on the basis of Construction Management Professional's demonstrated competence and the professional qualifications necessary for the performance of the services required.

D. Pursuant to the Town of Yucca Valley's Municipal Code, Town has authority to enter into this Professional Services Agreement and the Town Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Construction Management Firm for performance of those services defined and described particularly in Section 2 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 here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

The Construction Management Firm shall commence Services under this Agreement upon

receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit "A", so as to proceed with and complete the Services in compliance with the schedule in Exhibit "A". Time is of the essence and failure of Construction Management Firm to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Construction Management Firm and/or its consultant(s)' reasonable control.

The Construction Management Firm shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("Term") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in Exhibit "A". The Construction Management Firm is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Construction Management Firm performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in Exhibit "B".

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Construction Management Firm agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Construction Management Firm shall be deemed to be in Default of this Agreement. The Town, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Construction Management Firm to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

(a) Construction Management Firm shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

(b) Town-authorized services outside of the scope in Exhibit "A" or Town-authorized reimbursables not included in Construction Management Firm fee are "Extra Services." Any charges for Extra Services shall be paid by the Town as described below only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Construction Management Firm without prior written authorization by the Town or the Town's authorized representative, the Town will not be obligated to pay for such service. The foregoing provision notwithstanding, the

Town will pay the Construction Management Firm as described in Exhibit B for Extra Services that the Town or the Town's authorized representative verbally requests, provided that the Construction Management Firm confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the Town receives confirmation of the request from the Construction Management Firm.

(c) The following Extra Services to the Agreement shall be performed by Construction Management Firm if needed and if authorized in writing by the Town in accordance with terms in Section 3(a) and 3(b):

(i) Making revisions in drawings, specifications, or other documents when such revisions are:

(1) Required to comply with direction from the Town that is substantively different than approvals.

(2) Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.

(3) Due to changes required as a result of the Town's failure to respond to a written request from the Construction Management Firm within a reasonable time, as requested by Architect.

(4) Required to provide services in connection with Change Orders and directive not the fault of the Architect.

(ii) Providing services required because of significant documented changes in a Project initiated by the Town, including but not limited to size, quality, complexity, the Town's schedule, or method of bidding or negotiating and contracting for construction.

(iii) Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

(iv) Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).

(v) Providing deliverables or other items in excess of the number indicated in Exhibit "A". Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the Town that expected deliverables may be in excess of the number indicated in Exhibit "A", so that Town can procure the

additional deliverables itself or direct Architect to procure the deliverables at Town's expense or on Town's account at a specific vendor.

(vi) Providing services as directed by the Town that are not part of the Services of this Agreement as defined in Exhibit "A".

(vii) Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Construction Management Firm has completed all of its obligations and tasks under the Agreement.

(d) The Hourly Rates provided in Exhibit "A", which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

(e) The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed ten percent (10%).

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, Town agrees to pay Construction Management Firm the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Thirty Thousand Three Hundred Thirty dollars with zero cents (\$830,330.00), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. 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 Construction Management Firm 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.

(a) Each month Construction Management Firm shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Construction Management Firm contracts. Sub-Construction Management Firm charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. Town shall independently review each invoice submitted by the Construction Management Firm to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid

according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Construction Management Firm within ten (10) days of receipt with a clear description of the nature of the dispute for correction and resubmission.

(b) Except as to any charges for work performed or expenses incurred by Construction Management Firm which are disputed by Town, the Town, in accordance with Civil Code Section 3320, will pay to the prime Construction Management Firm any progress payment within 30 days of receipt of a written Construction Management Firm correct and undisputed invoice, and the final retention payment within 45 days of receipt of a written Construction Management Firm correct and undisputed invoice. If the Town disputes in good faith any portion of the amount due, it may withhold from the payment an amount not to exceed 150 percent of the disputed amount. The disputed amount withheld is not subject to any penalty. If any amount is wrongfully withheld or is not timely paid, the prime Construction Management Firm shall be entitled to a penalty of 1 ½ percent for the improperly withheld amount, in lieu of any interest otherwise due, per month for every month that payment is not made.

(c) Regardless of the structure of Construction Management Firm Fee, the Construction Management Firm Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the Town in accordance with this Agreement. Town shall pay for Services authorized and performed prior to the notice to Construction Management Firm of a reduction as indicated here.

(d) Payment to Construction Management Firm for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Construction Management Firm.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

Town may inspect and accept or reject any of Construction Management Firm work under this Agreement, either during performance or when completed. Town shall reject or finally accept Construction Management Firm work within sixty (60) days after submitted to Town. Town shall reject work by a timely written explanation, otherwise Construction Management Firm work shall be deemed to have been accepted. Town's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Construction Management Firm work by Town shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered Construction Management Firm in the course of providing the Services pursuant to this Agreement ("Work Product") shall become the sole property of Town and may be used, reused or otherwise disposed of for any purpose at the project site or in connection with the Project

(including operation, maintenance, repair, etc.) by Town without the permission of Construction Management Firm. Upon completion, expiration or termination of this Agreement, Construction Management Firm shall turn over to Town all such Work Product without additional cost to Town. This provision specifically excludes Construction Management Firm work notes and drafts, which are owned by Construction Management Firm, not Town.

If and to the extent that Town utilizes any Work Product for any purpose not related to this Agreement or the Project, Construction Management Firm's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use.

To the extent the Construction Management Firm has any copyrights in any Work Product, Construction Management Firm agrees that this Agreement creates a non-exclusive and perpetual license for Town to use, at its discretion, all such Work Product, for any purpose related to this Agreement or the Project.

SECTION 7. CONSTRUCTION MANAGEMENT FIRM PROFESSIONAL'S BOOKS AND RECORDS.

(a) Construction Management Firm shall maintain any and all documents and records demonstrating or relating to Construction Management Firm performance of the Services. Construction Management Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to Town pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Construction Management Firm pursuant to this Agreement. Any and all such documents or records shall be maintained for seven (7) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by Town or its designated representative. Copies of such documents or records shall be provided directly to the Town for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Construction Management Firm address indicated for receipt of notices in this Agreement.

(c) Where Town has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Construction Management Firm business, Town may, by written request, require that custody of such documents or records be given to the Town. Access to such documents and records shall be granted to Town, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Construction Management Firm 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. Construction Management Firm 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. Construction Management Firm 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) Construction Management Firm 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. Construction Management Firm 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 Construction Management Firm shall at all times be under Construction Management Firm exclusive direction and control. Any terms within this Agreement regarding Town directives apply to a concern the result of Construction Management Firm provision of service and not the means, methods, or scheduling of the Construction Management Firm work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Construction Management Firm or any of Construction Management Firm officers, employees, or agents except as set forth in this Agreement. Construction Management Firm shall not at any time or in any manner represent that Construction Management Firm or any of Construction Management Firm officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Construction Management Firm, nor any of Construction Management Firm 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. Construction Management Firm expressly waives any claim Construction Management Firm may have to any such benefits, privileges or rights.

SECTION 9. STANDARD OF PERFORMANCE.

Construction Management Firm represents 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. Construction Management Firm shall at all times faithfully, competently perform all Services. In meeting its obligations under this Agreement, Construction Management Firm shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Construction Management Firm under this Agreement, and shall use such skill, prudence, and diligence as other members of Construction Management Firm profession commonly possess and exercise. In addition to the general standards of performance set forth this section,

additional specific performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Construction Management Firm work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Construction Management Firm shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Construction Management Firm shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall be liable, at law or in equity, as a result of any failure of Construction Management Firm to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of Town and Construction Management Firm 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.

SECTION 12. NONDISCRIMINATION.

Construction Management Firm shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Construction Management Firm 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 Construction Management Firm so employ such unauthorized aliens for the performance of the Services and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Construction Management Firm 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.

SECTION 14. CONFLICTS OF INTEREST.

(a) Construction Management Firm 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 Construction

Management Firm performance of the Services. Construction Management Firm 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 Town Manager. Construction Management Firm 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.

(b) Town understands and acknowledges that Construction Management Firm is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Construction Management Firm is unaware of any stated position of Town relative to such projects. Any future position of Town on such projects shall not be considered a conflict of interest for purposes of this section.

(c) Town understands and acknowledges that Construction Management Firm will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Construction Management Firm in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Construction Management Firm. Construction Management Firm shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Town Manager, except as may be required by law. Construction Management Firm, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Town Manager or unless requested by the Town Attorney of Town, voluntarily provide 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 Construction Management Firm gives Town notice of such court order or subpoena.

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

(c) Construction Management Firm shall promptly notify Town should Construction Management Firm, 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 thereunder. Town retains the right, but has no obligation, to represent Construction Management Firm or be present at any deposition, hearing or similar proceeding. Construction Management Firm agrees to cooperate fully with

Town and to provide Town with the opportunity to review any response to discovery requests provided by Construction Management Firm. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response. Construction Management Firm shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification by Construction Management Firm. Construction Management Firm agrees to indemnify, defend and hold harmless the Town, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Construction Management Firm performance or failure to perform under the terms of this contract, excepting to the extent those which arise out of the active negligence, sole negligence or willful misconduct of the Town, its officers, officials, employees and volunteers.

(b) Indemnification from Sub-consultants. Construction Management Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, sub-contractor or any other person or entity involved by, for, with or on behalf of Construction Management Firm in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Construction Management Firm fails to obtain such indemnity obligations from others as required here, Construction Management Firm 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 Construction Management Firm and shall survive the termination of this Agreement or this section.

(c) 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.

SECTION 17. INSURANCE.

Construction Management Firm agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by Town as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the Town Manager. Construction Management Firm agrees to provide Town with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Construction Management Firm are material considerations for this Agreement. Town has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Construction Management Firm under this Agreement. In recognition of that interest, Construction Management Firm shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Construction Management Firm duties or obligations under this Agreement without the prior written consent of the Town. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling Town to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." Town acknowledges, however, that Construction Management Firm, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Construction Management Firm shall make every reasonable effort to maintain the stability and continuity of Construction Management Firm staff and subcontractors, if any, assigned to perform the Services. Construction Management Firm shall notify Town of any changes in Construction Management Firm staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

If any designated lead or key person fails to perform to the satisfaction of the Town, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the Town. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to Town interview and approval.

Construction Management Firm agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Town may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Construction Management Firm. In the event such notice is given, the Construction Management Firm shall cease immediately all work in progress.

(b) Construction Management Firm may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to Town.

(c) If either Construction Management Firm or Town fails to perform any material obligation under this Agreement, then, in addition to any other remedies, either Construction Management Firm or Town may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Construction Management Firm or Town, all property belonging exclusively to Town which is in Construction Management Firm possession shall be returned to Town. Construction Management Firm shall furnish to Town a final invoice for work performed and expenses incurred by Construction Management Firm, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. The Town shall not have any obligation or duty to continue compensating Construction Management Firm for any work performed after the date of the written notice of termination to Construction Management Firm t.

(e) Following the termination of this Agreement, for any reason whatsoever, the Construction Management Firm shall promptly deliver to the Town upon written request and at no cost to the Town all Work Product as provided in Section 6.

SECTION 21. DEFAULT.

In the event that Construction Management Firm is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Construction Management Firm for any work performed after the date of default. Instead, the Town may give notice to Construction Management Firm of the default and the reasons for the default. The notice shall include the timeframe in which Construction Management Firm 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 Construction Management Firm is in default, the Town shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. 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 Construction Management Firm does not cure the default, the Town may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of the Town to give notice of the Construction Management Firm 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.

SECTION 22. EXCUSABLE DELAYS.

Construction Management Firm shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Construction Management Firm. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of Town, court orders, fires, floods, pandemics, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY TOWN.

All public information, data, reports, records, and maps as are existing and available to Town as public records, and which are necessary for carrying out the Services shall be furnished

to Construction Management Firm in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Town: Town of Yucca Valley
Attn: Town Manager
57090 29 Palms Hwy
Yucca Valley, CA 92284

To Construction Management Firm: SafeworkCM

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to sign this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the Town Manager or his or her designated representative. The Town Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the Town Manager's contracting authority under the Yucca Valley Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Construction Management Firm and by the Town. The Town Manager shall

have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Town Manager's contracting authority under the Yucca Valley Municipal Code. The Town's Town Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Town Manager 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.

SECTION 29. 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 nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Construction Management Firm shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. [INTENTIONALLY OMITTED]

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "D", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Construction Management Firm and Town prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

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

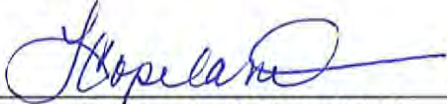
[SIGNATURES ON FOLLOWING PAGE]

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



Company Name



By (sig): _____

By (sig): _____

By (Print): Deming Camarano

By (Print): _____

Title: President and CEO

Title: _____

NOTE: CONSTRUCTION MANAGEMENT FIRM'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 PROFESSIONAL'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

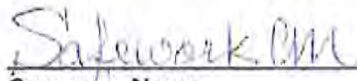
ATTEST:

Lesley Copeland, Town Clerk

APPROVED AS TO FORM



Thomas D. Jex, Town Attorney



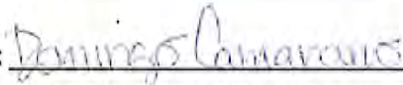
Company Name

By (sig):



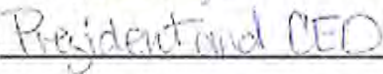
By (sig):

By (Print):



By (Print):

Title:



Title:

NOTE:

CONSTRUCTION MANAGEMENT FIRM'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 PROFESSIONAL'S BUSINESS ENTITY.

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 Orange

On 3/27/2023, before me, Keri Follmer, personally appeared Domingo Lavarra 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: Keri Follmer



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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- _____
- ☐ PARTNER(S) ☐ TITLE(S) LIMITED
- ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____
- _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT
NUMBER OF PAGES
DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

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 Orange

On 3/27/2023, before me, Keri Follmer, personally appeared Domingo Camarillo, 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: Keri Follmer



OPTIONAL

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☐ **CAPACITY CLAIMED BY SIGNER**
INDIVIDUAL

☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

☐ PARTNER(S) ☐ TITLE(S) LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

EXHIBIT "A"
SCOPE OF SERVICES

I. Construction Management Firm will perform the following Services:

A. BASIC SERVICES

SAFEWORKCM ("Construction Management Firm") shall oversee and manage planning, coordination, construction, and delivery of the Yucca Valley Aquatics and Recreation Center. The Construction Management Firm will work as part of the Owner's team, and perform all work and services detailed in the SAFEWORKCM submittal document responding to the RFQ/P dated January 23, 2023, as well as the other work and services described below:

B. WORK PLAN

1. ADMINISTRATION AND MANAGEMENT

- a. The Construction Management Firm shall establish a Project organization team to manage the services and shall coordinate and administer all services performed by it and its sub-consultants. The PA shall provide a detailed plan for Project management, communication/ coordination, and quality control to ensure successful and timely completion of the detailed plans and contract documents. Such management activities and controls shall include, but not necessarily be limited to the following:

- Develop Project documentation necessary to manage the construction management

C. SERVICE PHASES, PHASE EXPECTATIONS AND DELIVERABLES

1. SERVICE PHASES

Service Phases: The Scope of Services are broken down into the following phases:

- a. **Phase 1** services will include evaluation of the project plans and provide a thorough evaluation for the constructability of the Project.
- b. **Phase 2** services will include helping the Town of pre-qualifying Contractors
- c. **Phase 3** services will include Bid Phase Support, Construction Management Firm Services During Construction and Commissioning,

- II. **As part of the Services, Construction Management Firm will prepare and deliver the following tangible work products to the Town:**
 - 1. Design Plans comments and Value Engineering
 - 2. Pre-qualifying of General Contractors
 - 3. **Bids Evalaution**
 - 4. Other deliverables as detailed in SAFEWORKCM submittal document responding to the RFQ/P dated January 23, 2023
- III. **During performance of the Services, Construction Management Firm will keep the Town apprised of the status of performance by delivering the following status reports:**
 - A. Meeting agenda, minutes, and Field reports.
 - B. Milestone Council and Stakeholder presentations.
- IV. **The tangible work products and status reports will be delivered to the Town pursuant to the following schedule:**

N/A
- V. **Construction Management Firm will utilize the following personnel to accomplish the Services:**
 - A. As detailed in SAFEWORKCM submittal document responding to the RFQ/P dated January 23, 2023
- VI. **Construction Management Firm will utilize the following subcontractors to accomplish the Services:**
 - A. As detailed in SAFEWORKCM submittal document responding to the RFQ/P dated January 23, 2023

EXHIBIT "B"
COMPENSATION

- I. **Construction Management Firm shall use the following rates of pay in the performance of the Services:**
- A. See attached design services Fee Proposal for total project compensation and compensation per Phase of Work.
 - B. See attached Hourly Rate Sheets from HMC submittal response to the RFQ/P document dated January 23, 2023.
- II. **Construction Management Firm may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor shall not exceed rates provided on HMC submittal response to the RFQ/P document dated January 23, 2023, and attached hereto, without written authorization from the Town Manager or his designee.**
- III. **The total compensation for the Services shall not exceed Eight Hundred and Thirty Thousand Three Hundred and Thirty dollars with zero cents (\$830,330.00), as provided in Section 4 "Compensation and Method of Payment" of this Agreement, and as shown in the following breakdown:.**

BASIC SERVICES	\$	830,330.00
TOTAL	\$	830,330.00

- (a) The payment of consideration to Construction Management Firm as provided herein shall be full compensation for all of Construction Management Firm Services incurred in the performance hereof, including, without limitation, the following Reimbursable expenses:

NONE

EXHIBIT "C" INSURANCE

A. Insurance Requirements. Construction Management Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. 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 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 Entity for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, its officers, officials, and employees, are to be covered as 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).

C. Primary Coverage. For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance coverage as least as broad as ISO CG 20 01 04 13 in respect to the Entity, its officers, officials, and employees. Any insurance or self-insurance maintained by the Entity, its officers, officials, and employees shall be excess of the Consultant's insurance and shall not contribute with it.

D. Notice of Cancellation. 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. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation. 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 Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

G. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

H. Verification of Coverage. Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors. Consultant shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Proposal for YUCCA VALLEY AQUATICS AND RECREATION CENTER - AGENCY CONSTRUCTION MANAGEMENT SERVICES

Lesley Copeland, Town Clerk
Yucca Valley Office of the Town Clerk
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

February 22, 2023

SAFEWORK  **CM**



a. Cover Letter



February 22, 2023

Lesley Copeland, Town Clerk
Yucca Valley Office of the Town Clerk
57090 Twentynine Palms Highway, Yucca Valley, CA 92284

RE: Yucca Valley Aquatics and Recreation Center - Agency Construction Management Services

Ms. Copeland and Members of the Selection Committee:

BETTER. STRONGER. TOGETHER. Our team is committed to turning the Town of Yucca Valley's vision for a new Aquatics and Recreation Center into reality. With our combination of experience, diverse perspectives, and unified purposeful collaboration – we will manage every aspect and deliver exceptional results!

BETTER. SafeworkCM brings 15 years of reliable expertise, project management best practices, and detailed recommendations for optimizing your project. We are driven to make a difference in the communities that we serve throughout the Inland Empire.

STRONGER. Our Team of professionals will act as a valuable extension to your staff, managing, coordinating, enforcing adherence to safety standards, monitoring progress against milestones, and ensuring accurate budget tracking. We deliver comprehensive construction and project management services, leveraging the strong understanding our team members have in related aquatic and recreation center projects.

TOGETHER. The SafeworkCM team will be led by Tom Anderson, Senior Project Manager, a construction management professional with over 30 years of experience in construction and construction management. Supporting Tom will be our Principal -in-Charge, Michael Villegas, and construction management professionals with over 20 years of experience working in the construction service industry. SafeworkCM delivers on its promise of exceptional service and management by uniting collaboration, client services, quality assurance/control strategies, and risk mitigation. Let us create a facility that surpasses expectations!

As the executive leadership, our promise is our commitment. If you require further information, please don't hesitate to contact our team.

Respectfully submitted,



Michael Villegas, Vice President, SafeworkCM
michael.villegas@safeworkcm.com | 909.361.8533

b. Company and Background



b. Company & Background

SAFEWORKCM

COMPANY OWNERSHIP

Corporation (State of CA)

LOCATION (LOCAL OFFICE)

3615 Main Street, Suite 103
Riverside, CA 92501

LOCATION (HOME OFFICE)

20750 Ventura Boulevard
Suite 330
Woodland Hills, CA 91364

POINT OF CONTACT

Michael Villegas, Vice President
3615 Main Street, Suite 103
Riverside, CA 92501
michael.villegas@safeworkcm.com
909.361.8533

NUMBER OF EMPLOYEES

Locally: 20
Regionally: 85
Nationally: 95

COMPANY BACKGROUND/HISTORY AND QUALIFICATIONS

Rebecca Jones, CEO and founder of SafeworkCM, has led the company to success by remaining true to her mission: to develop a company providing construction management services for public agency clients with a strict emphasis on SERVICE.

Today, service remains a cornerstone of our business; service to our clients, our industry and our employees. For three decades, we developed collaborative, service oriented and results driven relationships with agencies and other industry firms, supported by a dedicated professional staff. As a woman-owned, certified DBE/SBE the company employs nearly 100 professionals representing a full range of project management services.

SafeworkCM boasts an impressive resume of public and private sector projects completed utilizing a multitude of delivery methods including CM Multi-Prime, CM Agency, Design-Build, General Contracting, Lease-Leaseback, and CM at Risk. This experience includes both aquatic and recreational centers. Our resources, proposed team, approach, and expertise make us a well-suited partner for the Town of Yucca. Our approach is to successfully assure timely and cost-effective completion for each of your project.

LENGTH OF TIME VENDOR HAS BEEN PROVIDING SERVICES

Founded in 1992, SafeworkCM has operated in Southern California for 31 years as a full-service construction management firm that specializes in providing Construction Management, Project Management, Construction Inspection, Labor Compliance, and Safety Management services to public clients including state and local governments and agencies throughout California.

ERRORS AND OMISSIONS CLAIMS HISTORY WITHIN PAST 10 YEARS

SafeworkCM does not have any alleged significant prior or ongoing contract failures, any administrative proceedings, civil or criminal litigation or investigation, claims, lawsuits, or other exposures pending which involve the company or in which the company has been judged guilty or liable within the past 10 years.

DISCLOSURES

SafeworkCM does not have any alleged significant prior or ongoing contract failures, any administrative proceedings, civil or criminal litigation or investigation, claims, lawsuits, or other exposures pending which involves the vendor or in which the vendor has been judged guilty or liable.

FINANCIAL STABILITY

Safework, Inc. (the Company) was founded in 1992 as a professional services company to provide construction management services on public infrastructure projects. Over the past 31 years, the Company has grown its business offering to provide safety, inspection, project management, and construction management consulting services on projects in the transportation, education, municipal, homeland security, and private sectors.

The Company employs 95 staff who provide a full complement of program and construction management consulting services. Key current clients include the San Bernardino County Transportation Authority, San Bernardino County, San Bernardino Community College District, Chaffey College, Riverside County Office of Education, and Orange County Transportation Authority.

c. Project Experience



C. Project Experience

SafeworkCM is full-service Construction Management firm with in-depth knowledge of Public Aquatic Complexes, Municipal, and public works projects. Our Inland Empire office has been assisting public and private clients to manage their capital improvement projects — from estimating to scheduling, we provide the resources needed for a successful project and program management. Our team has overseen the procurement and construction administration of many facilities similar to that of the Yucca Valley Aquatic and Recreation Center, those of which are highlighted below:



BY THE NUMBERS



31

YEARS PROVIDING
SERVICES FOR NEW
CONSTRUCTION AND
MODERNIZATION
PROJECTS



150+

NEW CONSTRUCTION
PROJECTS MANAGED
BY TEAM



10+

AQUATIC COMPLEX
COMPLETED BY TEAM
OVER PAST 10 YEARS



\$12B

VALUE OF NEW
CONSTRUCTION AND
MODERNIZATION
PROJECTS MANAGED
BY TEAM

AQUATIC AND RECREATION CENTER, TOWN OF YUCCA VALLEY - LPA DESIGN STUDIOS

3.35-acre site, aquatic center

The initial project scope includes an indoor recreational pool, an outdoor 25-yard lap pool, a gymnasium, a rehab room and a multipurpose room. The town received a \$22 million grant to build the aquatic and fitness center. Jay Helekar provided three milestones estimates, a 50% Schematic Design, and a revision to the 50% Schematic Design. Jay worked early in the design stage with the design team with programmed square footages, providing costs for both Options 1 and 2. Both options included Natatorium, double gym, administrative offices, training and locker rooms, the Rec Building, and a splash pad and activity pool (indoor).

STATUS OF PROJECTS

Completed in 2021

PROCUREMENT METHOD

Design-Bid-Build

CONSTRUCTION COSTS

\$26.4 (Option 1), \$26.1 (Option 2)

VALUE OF SERVICES

N/A (Cost estimate during proposal phase)

OWNER CONTACT

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

ARCHITECT CONTACT

Arash Izadi, Director of Sport & Recreation,
LPA Design Studio
60 S. Market Street, Suite 1250
San Jose, CA 95113
P: (408) 780-7200
E: Alzadi@LPADesignStudios.com



ALGA NORTE COMMUNITY PARK - CITY OF CARLSBAD

32-acre park with aquatic center and recreational facilities

Construction management services for a new \$32M, 32-acre design-build community park featuring three softball/baseball fields, batting cages, basketball courts, picnic/barbecue areas, a playground with universally accessible equipment, concessions, an Olympic aquatic center with spectator bleachers, a 56-meter competition pool, a 25-yard 12-lane instruction pool, a warm water spa for adults, 1 meter and 3-meter diving boards, a splash pad for children, a fitness room, heated main locker room/restroom, water therapy and open play. Also included is an off-leash dog park with obstacle course-type play equipment and an 18,500 SF skate park.

SafeworkCM team members provided construction management and engineering and architectural services including electrical study for pool level lighting, FF&E, move management, cost estimates, procurement and construction schedule.

STATUS OF PROJECTS

Completed in 2014

PROCUREMENT METHOD

Design-Bid-Build

CONSTRUCTION COSTS

\$32M

VALUE OF SERVICES

Confidential



OWNER CONTACT

Kyle Lancaster, Director, Parks and Recreation
City of Carlsbad
799 Pine Ave. Suite 200.
Carlsbad, CA 92008,
P: (760) 801-3509
E: kyle.lancaster@carlsbadca.gov

ARCHITECT CONTACT

Leigh Anne Jones, AIA, Principal
DLR Group
1650 Spruce St., Ste. 300
Riverside, CA 92507
P: (951) 682-0470
E: ljones@dlrgroup.com

BIG BEAR ALPINE ZOO - COUNTY OF SAN BERNARDINO

243,936 SF public recreational facilities/parks

This \$18M facility provides rehabilitation, offering injured, orphaned and imprinted wild animals a temporary safe haven while they heal, or permanent sanctuary if they are unable to survive on their own. 90% of the animals brought in for rehabilitation are successfully released back into their native environment. SafeworkCM provided construction management, estimating, and scheduling for this facility.

The zoo outgrew its current facility which was on a steep slope that made it challenging for zoo caretakers and the public to navigate. The new zoo is on 5.6 acres of a 10.4-acre property owned by the District, at Club View Drive and Moonridge Road. The building where visitors buy their tickets and souvenirs is larger and has more mountain-weather friendly features. The zoo has modern holding areas and safety features, including dig barriers around the zoo perimeter and enclosures.

STATUS OF PROJECTS

Completed in 2020

PROCUREMENT METHOD

Design-Bid-Build

CONSTRUCTION COSTS

\$18M

VALUE OF SERVICES

\$225K

OWNER CONTACT

Donald Day, San Bernardino

County 385 N Arrowhead Ave

San Bernardino, CA 92415

P: (909) 387-2227

E: donald.day@sdd.sbcounty.gov

ARCHITECT CONTACT

Team did not interact with architect

Peckham Guyton Albers & Viets

200 N. Broadway, Suite 1000

St. Louis, MO 63102

P: (314) 231-7318



SAMOHI SCIENCE BUILDING AND AQUATIC COMPLEX

260,000 SF, aquatic facility, labs, common areas, dining facilities, parking

SafeworkCM's team members provided construction management service to phase 1 of the new \$120M, 260,000-SF building which includes a five-story open-building concept with 38 classrooms including state-of-the-art computer and science labs, common areas, seminar rooms, a full Olympic-size 50-meter pool, indoor/outdoor dining facilities and subterranean parking for 288 cars, as well as rooftop learning areas and solar.

STATUS OF PROJECTS

Completed in 2020

PROCUREMENT METHOD

Design-bid-build

CONSTRUCTION COSTS

\$120M

VALUE OF SERVICES

\$2.4M

OWNER CONTACT

Steve Massetti, Bond Program Manager,
Santa Monica-Malibu USD
1651 16th Street
Santa Monica, CA 90404
E: smassetti@smmusd.org
P: (310) 450-8338 ext. 79389

ARCHITECT CONTACT

HED - No point of contact



CHAFFEY COLLEGE MEASURE P BOND PROGRAM - CHAFFEY COMMUNITY COLLEGE DISTRICT

Various sized education facilities renovations

The Chaffey College District service area encompasses 310-square miles across four cities in which they operate two campuses. SafeworkCM is providing program and construction management, design-build criteria AE Services, master planning services for the District's significant upgrades including: upgrading classrooms, labs and technology classrooms; repair deteriorating gas, electrical and sewer lines and fix leaky roofs; upgrade job training facilities for manufacturing, skilled trades and health occupations; improve student safety and security systems; remove asbestos, lead paint and mold; upgrade science, computer and technology labs; and improve training facilities for nurses and emergency first responders. One recent project was the constructability review and cost estimate validation for the swimming pool renovation at the Rancho Cucamonga campus. The renovation intends to increase capacity for community instruction, including the College's summer youth swim program and aquatic events.

OWNER CONTACT

Samir Shah, Bond Program Director
5885 Haven Ave
Rancho Cucamonga, CA 91737
M: (909) 367 8491
E: Samir.Shah@chaffey.edu

ARCHITECT CONTACT

Ken Salyer, Principal/Higher Education
Practice Leader
HMC Architects
3546 Concourses Street
Ontario, CA 91764
P: (909) 989-9979
E: ken.salyers@hmcarchitects.com

STATUS OF PROJECTS

Ongoing

PROCUREMENT METHOD

Design-Bid-Build

CONSTRUCTION COSTS

\$750 M

VALUE OF SERVICES

\$50K



RIVERSIDE SCHOOL FOR THE DEAF - STATE OF CALIFORNIA

81,000 SF/renovation and new construction

This was a \$53M construction program providing building and site renovations as well as new construction for the Department of Education's campus. SafeworkCM provided project and construction management services. The program includes renovation, and new construction for:

- » **Gymnasium & Pool Complex:** Construction of 48,000 SF gymnasium, weight room, bleachers, admission ticket office, wrestling room, and training room. Construction of 23,000 SF swimming pool pavilion, swimming pool and team rooms, bleachers, and restrooms.
- » **Academic Support Cores, Bus Loop & Site Renovations:** Construction of four new classrooms/support buildings for a total of 6,897 SF, major renovations to three others, and minor alternations to other existing buildings to prepare for decommissioning of the central boiler plant.
- » **Career Technical Education Complex & Service Yard:** Demolition of residential structures, including hazardous materials abatement and ancillary site features. Construction of new vocational auto shop, welding, horticulture, classrooms, and construction trades buildings.
- » **Kitchen & Dining Hall Renovations:** Renovation and addition of new 3,000 SF dining room to existing kitchen and dining hall buildings. Upgrades to social hall restrooms for temporary service and student dining. New site work, utilities, canopy, and associated landscape.

Projects were funded through California State Bond sales. Monthly reporting was to the State Department of Finance and Executive Management of the Department of General Services.

STATUS OF PROJECTS

Completed in 2015

PROCUREMENT METHOD

Design-Bid-Build

CONSTRUCTION COSTS

\$53 M

VALUE OF SERVICES

Confidential

OWNER AND ARCHITECT CONTACT

Alonzo Arreola, Project Director III

Department of General Services

707 Third St.

West Sacramento, CA 95605

P: (916) 376-1652

E: alonzo.arreola@dgs.ca.gov



SWIM PARK RENOVATIONS - SAN BERNARDINO COUNTY REGIONAL PARKS

Various project sizes/swim complex renovations

San Bernardino County Regional Parks recently completed \$5M in renovations at multiple swim complexes; Cucamong-Guasti Swim Complex, Yucaipa Park Swim Complex, Glen Helen Swim Complex, and Lake Gregory Regional Park Swim Complex. These renovations were necessary to ensure that swimmers have access to the safest, cleanest, and most pleasant environment possible. With renovations ranging from structural upgrades to flume water slides, repairs and resurfacing of flume water slides, resurfacing of the splash pools, renovation of ticketing offices, removal of ADA barriers, upgrades to water features, and lifeguard facilities and structures.

STATUS OF PROJECTS

Completed in 2021

PROCUREMENT METHOD

JOC and Formal RFP, Traditional:
Design, Bid, Build

CONSTRUCTION COSTS

\$5M

VALUE OF SERVICES

Confidential



OWNER CONTACT

Beahta Davis, Director of Parks
San Bernardino County – Regional Parks
777 E Rialto Ave
San Bernardino, CA 92415
P: (909) 387-2886
E: beahta.davis@parks.sbcounty.gov

ARCHITECT CONTACT

David Jordan Smith
Westgroup Design
19520 Jamboree Rd. Suite 100
Irvine, CA 92612
P: (949) 250-0880
E: Unavailable

d. References



d. References

BIG BEAR ALPINE ZOO - COUNTY OF SAN BERNARDINO

CLIENT CONTACT: San Bernardino County
Donald Day, Director, Project & Facilities
Management
P: (909) 387-227 / E: donald.day@sdd.sbcounty.gov

PROJECT DESCRIPTION: Facility providing rehabilitation for injured, orphaned and imprinted wild animals.

PROJECT DATES

2016-2020

SERVICES RENDERED

Construction management, estimating, constructability review, and scheduling

ASSIGNED STAFF

Michael Villegas

CONSTRUCTION COST

\$18M

CLIENT PROJECT MANAGER

Donald Day, (909) 387-2227

CHAFFEY COLLEGE MEASURE P BOND PROGRAM - CHAFFEY COMMUNITY COLLEGE DISTRICT

CLIENT CONTACT: Samir Shah, Bond Program Director/ M: (909) 367 8491 / E: Samir.Shah@chaffey.edu

PROJECT DESCRIPTION: Program and project management services for \$700 million Measure P Program.

PROJECT DATES

2020 - Present

SERVICES RENDERED

Construction management services

ASSIGNED STAFF

Michael Villegas, Rafael Quezon, Dustin Padua

CONSTRUCTION COST

\$750M

CLIENT PROJECT MANAGER

Samir Shah, (909) 367-8491

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

CLIENT CONTACT: Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction Support Services/Facilities Planning, Emergency Management & Construction
M: (310) 633-1090 / E: FFaezaneh@sbccd.edu

PROJECT DESCRIPTION: Construction management services at San Bernardino Valley College for the following projects: Career Pathway 1 Technical Building Replacement (\$107M); M&O Building Repurposing (\$1.4M); New Softball Field (\$6.2M); Student Services & Instructional Building (\$104M); Admin Building & Campus Center Repurposing (\$8.7M); Career Pathways 2 (\$89M); Physical Science, Health Life & Safety Building Secondary Effect (\$4.4M); SBVC campus wide infrastructure (\$32.5M).

DIRECTOR OF SBC REGIONAL PARKS

CLIENT CONTACT: Beahta Davis, Director of Regional Parks for San Bernardino County, 909-387-2886, beahta.davis@parks.sbcounty.gov

PROJECT DESCRIPTION: \$5M in renovations at multiple swim complexes; Cucamong-Guasti Swim Complex, Yucaipa Park Swim Complex, Glen Helen Swim Complex, and Lake Gregory Regional Park Swim Complex.

PROJECT DATES

2021 - present

SERVICES RENDERED

Construction Management Services

ASSIGNED STAFF

Michael Villegas, Dustin Padua

CONSTRUCTION COST

\$470M

CLIENT PROJECT MANAGER

Farrah Farzaneh, (310) 633-1090

PROJECT DATES

2017 - 2021

SERVICES RENDERED

Construction Management Services

ASSIGNED STAFF

Joel Garnica

CONSTRUCTION COST

\$5M

CLIENT PROJECT MANAGER

Beahta Davis, (909) 387-2886

e. Project Organizational Chart



e. Project Organizational Chart



TOWN OF YUCCA/DAHLIN

Erica DiCioccio

QA/QC
Greg Ochoa

PRINCIPAL-IN-CHARGE

Mike Villegas, CCM, LEED AP, QSP,
CESSWI, ASSOC. DBIA

PROJECT DIRECTOR

Joel Garnica

SENIOR PROJECT MANAGER

Tom Anderson, CCM

PROJECT ENGINEER

Dustin Padua

SUPPORT SERVICES

Marina Sominsky, Scheduler, PSP, PMP

Jay Helekar, Estimator

Michael Echelmeier, Constructability Review

Greg Metchikian, Safety, CHST, SMS

TEAM MATRIX

NAME, ROLE, LOCATION	AVAILABILITY & ASSIGNMENTS	REFERENCES
Mike Villegas , CCM, LEED AP, QSP, CESSWI, ASSOC. DBIA Principal in Charge Riverside, CA	5% - Multiple assignments	Farrah Farzaneh, (310) 633-1090 Samir Shah, (909) 367-8491 Donald Day, (909) 387-2227
Joel Garnica , CCM, QSP Project Director Riverside, CA	10% - 3 overlapping assignments	Donald Day, (909) 387-2227 Beahta Davis, (909) 387-2886
Tom Anderson Sr. Project Manager Riverside, CA	100%	Farrah Farzaneh, (310) 633-1090 Steve Massetti, (310) 450-8338 ext. 79389
Greg Ochoa - QA/QC Irvine, CA	15% - Multiple assignments	Farrah Farzaneh, (310) 633-1090 Tom Polansky, (323)-259-2927
Dustin Padua - Project Engineer Riverside, CA	25% - 2 overlapping assignments	Farrah Farzaneh, (310) 633-1090 Samir Shah, (909) 367-8491
Marina Sominsky , PSP, PMP - Senior Scheduler Irvine, CA	20% - Multiple assignments	Farrah Farzaneh, (310) 633-1090 Samir Shah, (909) 367-8491
Jay Helekar* - Estimator Irvine, CA	20% - Multiple assignments	Arash Izadi, (408) 780-7200 Dustin Alamo, (949)289-4441
Michael Echelmeier - Constructability Review Irvine, CA	20% - Multiple assignments	Samir Shah, (909) 367-8491 Farrah Farzaneh, (310) 633-1090
Greg Metchikian , CHST, SMS Senior Safety Manager Irvine, CA	10% - Multiple assignments	Kosta Mallakis, (310) 732-3697 Richard Barrata, (562) 283- 7475

*Subconsultant

SUBCONSULTANT INFORMATION - HLCM

SafeworkCM is partnering with HLCM, which provided cost estimates for the Yucca Valley Aquatic and Recreation Center during the design phase. They will continue to work closely with us during construction to make sure that the project stays on track.

HLCM provides cost estimating services for multiple facility and project types, including the planning and development of aquatic facilities, infrastructure, and sustainability. Their diverse team has dedicated cost consultants with a background in a range of Aquatic design project types, including recreation and aquatics facilities, expansions of regional sports centers, pool renovations and modernization, water parks, activity pools and slides, concessions buildings. In addition, their LEED certified estimators understand energy efficiency goals, as well as water efficiency goals.

HLMC PROJECT HIGHLIGHT

RENGSTORFF PARK AQUATIC CENTER - CITY OF MOUNTAIN VIEW

The \$16.9M Rengstorff Park Aquatic Center will be built at the existing site and provide a new 8,200 SF aquatics center building, pool equipment building, 25M x 25Y swimming pool, as well as lap and leisure pools. A new curb cut and drop off will be provided at the existing parking lot. Demolition of the existing aquatic center is included within the project scope and includes a one-story building and two swimming pools. The add alternates to be included are two additional lap lanes at the activity pool; New water slide at the activity pool; Interactive water toys at the activity pool. *HLCM provided cost estimating services for both the Design Development and the 50% Construction Document milestone, as well as Bid Review analysis.*



Joel Garnica
Director of Construction Management
SAFEWORKCM
1 Jenner Suite 230
Irvine, Ca 92618

PROPOSAL

This hereby confirms we have read and will agree to abide by the awarded Proposer's obligations.

Jay Helekar

Principal

f. Construction Management Agency Approach



f. Construction Management Agency Approach

MANAGEMENT AND ORGANIZATION

To ensure our partnership with the Town of Yucca Valley (Town) is a success, we pledge to follow a collaboration-first approach in all aspects of construction management. All collaboration and communication efforts will be supported by a comprehensive Construction Management Plan (CPM) that is firmly rooted in communication and the successful execution of the Aquatics and Recreation Center project.

Once the team is aligned with the Town's goals our approach will emphasize developing a cohesive management structure within the Town's Project Manager. We identify roles and responsibilities for each team member, and maintain an open dialogue regarding expectations and progress.

KEYS TO SUCCESS

These keys to success will be implemented from project inception through close-out and the project's lifetime.

Project Management – Provide the leadership to establish a CPM and strategy for the success of the project and administer project procedures consistently with all project teams.

Construction Management – Work collaboratively to ensure resources are adequate to achieve the project goals, expedite construction by proactively fostering relationship, anticipating and resolving problems before they impact the project.

Scheduling – The best construction schedules are developed with significant input from those entities responsible for performing the work.

Estimating – Monitoring and updates include appropriate cost and time analysis required to make informed and timely decisions for proceeding with proposed or pending changes. data

QA/QC – Verify project team has the proper understanding of procedures to ensure work is performed properly.

Site Supervision – Proactively look ahead at the work schedule to ensure inspection responsibilities can be performed in a timely manner.

Safety – Transcends all other project goals including cost, time, and quality.

COMMUNICATION

Successful communication is paramount for any project to be effective and efficient.

SafeworkCM will work with the Town project manager to ensure the CMP meets the Town's requirements and expectations prior to all teams adopting the CMP. SafeworkCM is dedicated to providing clear and consistent lines of communication every step of the way.

OWNER COMMUNICATION

Provide comprehensive reporting with tangible metrics for easy progress tracking, we'll provide regular updates - including detailed reports showing budget adherence and timely delivery. Our team will develop a bi-monthly Project Dashboard report showing all of the relevant project metrics in a one-page format. We will chair weekly meetings with the Owner's Team to ensure all stakeholders are up to date on the most recent progress.

CONTRACTOR COMMUNICATION

Staying on top of construction issues through proactive data collection, and promptly providing updates at each stage along our project's timeline. We will use meetings, documentation, emails, photographs, and phone calls to keep open lines of communication.

PROJECT COMMUNICATION

To ensure responsibility and accountability across all teams, we will document all cost issues, submittals, RFI's, drawings, and other project logs. We will establish a cloud-based project filing system that will be accessible to all team members to ensure any changes are communicated in real-time.

COST CONTROL

During construction, potential project issues are tracked with pending costs to allow accurate projections of the final budget, and monthly reporting is provided to the Town showing contract amount, pending change orders, and remaining construction contingency amount. We will monitor all costs throughout the duration of the project and ensure that all stakeholders are aware of any potential cost overruns or other risks.

VALUE ENGINEERING

We strive to deliver the highest value for our clients and make sure that all costs taken into account are reliably budgeted. SafeworkCM can also provide the Town protocols and assistance

needed to be proactive in recognizing areas of potential value or cost savings. This may include collaboratively working with the Contractor and Subcontractors to identify alternative methods, products, or the use of alternative materials in order to reduce the overall cost of the project.

SCHEDULING

Our team is committed to delivering a successful project in an efficient and cost-effective manner. We will provide detailed reports on schedule performance, including key milestone dates and deliverables. We will also establish a change management system to review and approve design or construction changes in order to quickly identify any potential conflicts that may require additional time.

Our team is committed to working in tandem with the Contractor, ensuring scheduled milestones are achieved. This includes start and end dates, task dependencies, project calendar, budgets, resource availability, and manpower.

Our approach to a timely project delivery involves:

- » Careful monitoring and regular reporting of project activities against the contractors critical path and project milestones
- » Follow-up and proactively solve potential delay issues through communication and coordination with the Town and project team
- » Providing timely responses to requests for changes during construction
- » Providing recommendations and coordination necessary to avoid, minimize or recover from any project delays

INFORMATION MANAGEMENT AND CONTROL SYSTEM

We understand the importance of sound project management practices, good record-keeping, and timely reporting in facilitating project success. Our project controls practice is to implement processes and procedures that document and record project requirements. SafeworkCM will establish a cloud-based project files structure where logs can be stored and maintained, such as; Inspection Reports, Submittal Reviews, RFIs, contract change orders, and similar project documentation. We will also implement an issue-tracking and cost-control process to provide up-to-date information on the project's budget. This information will be used to generate logs and regular status updates, with detailed reporting and metrics to ensure the project is delivered

on time and within budget.

Additionally, our team will confirm that contractors proceed with the development of record drawings (as-builts). We will take appropriate action to confirm that instruction manuals, guarantees, and other warranty literature are properly compiled and cataloged for the Town's use at the completion of the project.

OPTIONAL SERVICES:

As an optional service, SafeworkCM can help streamline the entire construction document control process by including additional services of a cloud-based construction management platform. With tools that guarantee that everyone involved in this project is on the same page by keeping them up-to-date via a reliable program that will positively impact the entire project. Example cloud-based construction management platforms; Procore, E-Builder, Kahua, etc.

ROLE IN REVIEW OF PROJECT MANUAL AND BIDDING DOCUMENTS

SafeworkCM will provide a complete review of the contract documents, plans, and specifications, to ensure the project can be built cost-effectively as designed and that the contract documents avoid unnecessary claims. We have procedures developed for these reviews that will address:

- » Construction efficiency of planning, materials, and lead times
- » Contracting strategy to ensure bidder competition and cost-effectiveness
- » Analyzing existing site constraints, access and construction logistics
- » Examining ease of operation, systems requirements, and maintenance needs
- » Contract documents review to identify ambiguities

BIDDING STRATEGY AND BID PHASE ADMINISTRATION

SafeworkCM understands that construction contract documents are binding documents between the Town and Contractor and takes responsibility for making them as accurate as possible to protect the interests of the Town's funding limitations.

Our goal in the bid phase is to provide a comprehensive set of documents to bidders. This starts early in design and continues up until the bid phase. Our team will work closely with the Town to administer the bid process including the pre-bid conference, reviewing, and responding to

bidder questions through addenda and finally the bid opening.

In the bid opening and award phase, SafeworkCM will assist during the bid opening and perform a due diligence review of the bid documents to ensure they are responsive and responsible and will make recommendations to the Town for the award.

On bid day, SafeworkCM will receive the bids and tabulate bid results. Our team will review for compliance with the requirements of the bid documents, the completeness of scopes of work, and perform various verification checks of the apparent low bidder(s). We will then make recommendations to the Town for the award or rejection of bids.

CHANGE ORDER MANAGEMENT/PROCEDURES/NEGOTIATIONS

SafeworkCM takes proactive measures to help you save time and money while providing a thorough review of your Change Order Requests. Our team rejects incomplete proposals, ensuring that claims are avoided before they start. We are dedicated to negotiating all valid changes with contractors on the Town's behalf in order to come up with a satisfactory agreement for both parties.

Our team is here to offer you peace of mind during your change order process. We can help the Town identify and handle any potential risks, in addition to aiding with other important aspects along the way.

- » Developing a formal change order process to be used in the project.
- » Assisting in tracking, monitoring and documenting the status of all change orders.
- » Negotiating with Contractors in regard to scope, cost, and schedule modifications.
- » Documenting negotiations and obtaining signatures on any changes.
- » Evaluating the impact of change orders to the project budget and schedule.

ON-SITE SUPERVISION

With Tom Anderson's leadership and professional on-site project supervision, SafeworkCM will oversee the construction, help with inspections, and make sure the project is completed on time and within budget. We will provide constant oversight of the job site to ensure the highest quality of work is being performed, and we will work with the contractors to minimize impacts to nearby residents. We are also available to review contractor invoices for accuracy and respond to any issues that may arise.

SafeworkCM will be the Town's trusted intermediary during construction, monitoring progress and ensuring each phase is completed according to plan. Tom will work as the Town's advocate to communicate the overall goals and work with the contractor to ensure project challenges can be expedited and reasonable solutions can be chosen, responsibilities include:

- » Verifying contractor's compliance with the project documents
- » Ensuring that all work is completed in accordance with required safety standards
- » Monitoring contractor's scheduling, sequencing and layout of the work
- » Monitoring costs against project budgets and providing variance reports

FINAL START-UP, TESTING, OCCUPANCY AND CLOSE-OUT

Our team oversees creation and filing of punch list items, review maintenance manuals with operations staff and coordinate occupancy of the new building. Once a project is complete, SafeworkCM will assist the Town with closeout procedures to obtain warranties and ensure that all requirements of the contract have been met, and coordinate of final payment to the contractor. This includes final inspections, completion of punch list items, and preparation of the closeout packages.

If the Town is including the services of a Commissioning Agent, SafeworkCM will work with a construction commissioning agency. SafeworkCM would coordinate all of the work with the pre-commissioning activities functional testing, and verification of all water equipment control systems, including operational training and post-commissioning follow-up.

USE OF TECHNOLOGY (INTERNET-BASED COLLABORATION TOOLS)

SafeworkCM utilizes collaboration software tools such as Bluebeam to facilitate accurate and efficient communication between the Town and its contractors. This platform enables stakeholders to track progress and share documents in real-time, reducing paperwork and saving time. Additionally, Microsoft Teams can be used to communicate & collaborate seamlessly with the entire team across different organizations, requiring admin permission updating by each organization.

OPTIONAL SERVICES:

As an optional service, SafeworkCM can streamline construction document control process by including additional services of a cloud-based construction management platform. Tools

that guarantee everyone involved is on the same page by keeping them up-to-date via a reliable program positively impact the entire project. Examples of cloud-based construction management platforms include: Procore, E-Builder, Kahua, etc.



g. Project Understanding



g. Project Understanding

The Town is taking a major step with the new Aquatics and Recreation Center funded by California Prop 68. This facility will bring economic opportunities and growth, and provide locals with an accessible place for physical activities, social gatherings, and educational programs.

SafeworkCM realizes no two projects are alike. Our team is focused on understanding your needs and developing a plan accordingly. With proven experience, we are the best choice for your project's success. We provide personalized expertise to maximize success within any given constraint or limitation. Our commitment means you won't have to go at it alone.

SafeworkCM understands key project objectives, concerns, and potential risks; our team's differentiators that set us apart from other construction management services providers are:

- » We leverage contract documents to develop a comprehensive QA protocol to ensure customer satisfaction throughout construction.
- » Our project scheduling protocol maximizes efficient completion within budget and timeline. Key elements: analyze existing conditions, task dependencies, task durations, & manpower.
- » We established goals for each phase/milestone including adhering to safety standards related to building sites, monitoring progress against milestones etc.
- » We facilitate clear communication channels between stakeholders so that any issues arising can be discussed quickly with minimal disruption.

Our team of professionals will be by your side every step of the way with expert leadership and solutions that yield optimal results - guaranteeing expectations are not just fulfilled, but surpassed!



AQUATIC COMPLEX LESSONS LEARNED

Our proposed team has specific experience leading aquatic complexes throughout California. We know what it takes to successfully lead an integrated project team.

► Consider Lighting for Multiple Purposes

- Since the aquatic center will be used for multiple purposes, the design needs to consider lighting for each of the purposes to ensure they meet the needs of each function
- Ensure lighting takes shade structures into consideration around the pool, bleachers and other possible obstructions as well as making sure the lighting goes beyond the competition pool, walkways and other facilities that support the events.

► Pool Bulkhead

- Design should consider weight of the bulkhead and the deflection of the bulkhead once placed in the pool.
- Functionality and features of bulkhead should be fully reviewed by each stakeholder to ensure it meets the needs for each.

► Pool Equipment Room

- Access for maintenance, removal plan for equipment, catwalk for access and service.
- Ensure access to pool equipment for maintenance and servicing. May want to consider a catwalk to access the equipment from above and hoists.
- Design should include plan for removal and replacement of equipment at end of life.
- Equipment placed on the exterior of the equipment room including acid pumps, etc. should be shaded and protected from direct sunlight.
- Comprehensive sequence of operations for pool and pump equipment.

► Decking Mock Ups for Health Department Approvals

► Heaters

- Consider infrared heaters in select locations as part of the design for comfort of the athletes and spectators.

► Digital Signage and Timer

- Review design and location of the digital meet signage and timer to ensure it can be viewed from all angles and has the flexibility to provide appropriate information for each type of event that will be held at the pool (i.e. swim meets, water polo matches, practice, recreation, etc.)

► Ingress & Egress/Access Control

- Perform an in-depth review of the aquatic center functionality and align that with the space exiting requirements
- Consider ticketing, access control, panic hardware, etc.

► Underground Utility Coordination

- Carefully coordinate underground utilities routed in and around the pool to identify clashes early
- Plan early for all pool deck penetrations. We suggest a comprehensive review session to overlay all items on deck from lighting, electrical metering, FF&E, etc. to coordinate before each deck pour.

► Overflow Gutter

- Skimmer version or classic style

► Total Lifecycle Cost/Energy Savings

- Design should consider the total life span, maintenance and energy use

h. Town of Yucca Valley Design Professional Agreement Review



h. Town of Yucca Valley Design Professional Services Agreement Review

SafeworkCM has reviewed the Town's terms and conditions in the RFP and proposed contract, and acknowledge receipt of all amendments and/or addenda to the RFQ/P. We do not have any exceptions or issues with the RFP, proposed contract, and addenda.

i. Appendix A. Resumes





Principal-in-Charge

YEARS OF EXPERIENCE

23+

EDUCATION

Bachelor of Science,
California Polytechnic
State University, San Luis
Obispo, CA

REGISTRATION AND CERTIFICATIONS

Certified Construction
Manager (CCM)

Qualified Storm
WaterPractice (QSP)

Certified Erosion,
Sediment and StormWater
Inspector (CESSWI)

LEED Accredited

Professional - USGBC

Design Build Institute of
America – Associate DBIA

OSHA 30 Certified

Michael Villegas CCM, LEED AP, QSP, CESSWI, Associate DBIA

QUALIFICATIONS

Mike has over 20 years of professional experience working in the construction services industry. He has managed more than 10 major client departments, numerous public work projects, California Department of General Services projects, healthcare projects, and K-12 and community college bond programs.

Mike's experience working with a General Contractor provides a solid technical foundation and insight into construction operations and best practices. This foundation promotes his strength of effective communication within the program/construction management services industry. Mike's strengths include effective communication and understanding client needs. He enjoys the opportunity to participate in challenging projects and support clients in their implementation of construction programs.

PROJECT EXPERIENCE

SBCCD Measure M Bond Program, San Bernardino, CA.

Michael provided oversight and management on this \$500M bond program providing building and site renovations as well as new construction for the SBCCD's two campuses. He was responsible for projects from inception through completion. Duties included design development, user group coordination, budget development, bid procurement strategy, construction and DSA certification. Michael also served as the SBCCD liaison regarding Board policy relating to the Measure M Bond Program; implementation of local and emerging business enterprises community forums, subcontractor bid outreach; student/staff forums; and local government informational

forums. The program included campus-wide parking lot upgrades, Americans with Disabilities Act (ADA) upgrades, a solar farm and signage upgrades. Specific projects include

- » **SBVC Gymnasium Project, \$58M:** Multiple phases involving demolition of existing tennis and handball courts, hazardous materials remediation, site work, utility disconnection and tie-backs. Construction of the new, 146,007 SF, three-story gymnasium building included ticket booths, concessions, field buildings, bleachers, a press box, a fitness room, men's and women's locker rooms, two basketball courts, a group exercise room, staff offices and lecture rooms. The project also provided new sports field lighting and drought tolerant landscaping.
- » **SBVC Central Plant Project, \$17M:** Work involved a thermal energy storage tank, campus-wide chilled water loop, retrofit of mechanical systems and renovation of automated building systems.
- » **SBVC Business Building Renovation Project, \$16M:** Renovations to the business building, originally built in 1960, required taking the building down to its skeletal frame. The building is now ADA compliant, meets California seismic and structural regulations, accommodates SBCCD's needs for classroom and lecture spaces, boasts the latest audiovisual (A/V) and internet technology, and offers a professional conference center for the community.
- » **SBVC Auditorium Renovation Project, \$10 million:** Work included renovation of the historic 1930s auditorium and upgrades to fire and life safety systems, an elevator, theatrical lighting and rigging and reallocation of classrooms.

Hemet Unified School District, West Valley High School Athletic Field and Pool Complex, Hemet, CA. A \$17M, 50 meter competition pool including locker rooms, maintenance storage, concessions and athletic turf renovations.

Chaffey Community College District, Measure P Bond Program, Rancho Cucamonga, CA. Michael is providing oversight and bond advisory services for the \$700M bond program for four separate campuses within the Chaffey Community College District. Measure P will provide the District with up to \$700M for significant upgrades to vocational, science, and computer classrooms and labs; student safety; and facilities supporting veterans and other student services. Projects are using multiple delivery methods including design-build, design-bid-build, CM Multi-prime and CM Agency. SafeworkCM recently provided constructability review and

cost estimate validation for the renovation of the Rancho Cucamonga's swimming pool and associated facilities.

California Department of General Services, Riverside School for the Deaf, Riverside, CA. This \$53M construction program provided building and site renovations as well as new construction for the Department of Education's campus. The program included classroom renovations, kitchen and social hall renovations, career technology building and gymnasium complex. The Gymnasium and Pool Complex included 48,000 SF gymnasium, weight room, bleachers, admission ticket office, wrestling room and training room. Construction of 23,000 SF swimming pool pavilion, swimming pool and team rooms, bleachers, restrooms.

Irvine Unified School District, Measure E Bond Program, Irvine, CA. Michael provided executive oversight for the \$319M bond program for facilities improvements at 28 of the District's aging schools. The bond was passed to ensure all students have access to modern learning environments and technology in support of the District's high academic standards and to prepare students for 21st century college and career. Michael supported on-site teams by providing quality assurance/quality control (QA/QC) resulting in projects being completed on time and on budget.



Project Director

YEARS OF EXPERIENCE

20

EDUCATION

Bachelor of Science,
Construction Engineering
Management, Oregon
State University

REGISTRATION AND CERTIFICATIONS

Certified Construction
Manager (CCM)

State Certified Storm
Water Pollution Prevention
Plan Practitioner (SWPPP
QSP)

Joel Garnica CCM

QUALIFICATIONS

Joel has over 20 years of experience in public sector projects, specializing in program and project management. His projects have included seismic upgrades, ADA accessibility enhancements, remodel and renovation, additions, and new construction. He has provided management services throughout all aspects of the pre-construction and construction phases of the project including project scope, budgeting, bid/award, construction, and closeout. He is skilled at politically sensitive projects, gaining consensus from multiple users with differing objectives, and creating and maintaining a team approach while staying within approved budgets and schedules. In his past role as Supervising Project Manager for the County of San Bernardino, he was responsible for more than \$110M in new capital construction projects.

PROJECT EXPERIENCE

San Bernardino County Regional Parks, Renovations to Multiple Swim Complexes, San Bernardino County, CA. \$5M project to renovate multiple swim complexes throughout San Bernardino County including: Cucamong-Guasti Swim Complex, Yucaipa Park Swim Complex, Glen Helen Swim Complex, and Lake Gregory Regional Park Swim Complex. Renovations were necessary to ensure swimmers have access to a safe, clean and pleasant environment. With renovations ranging from structural upgrades to flume water slides, repairs and resurfacing of flume water slides, resurfacing of the splash pools, renovation of ticketing offices, removal of ADA barriers, upgrades to water features, and lifeguard facilities and structures.

County of San Bernardino, San Bernardino, CA. Joel was responsible for the daily operations and administration of Project Managers in the execution of County capital improvement projects. Duties included: assign and supervise staff work; analyze project needs/funding to determine project feasibility, develop conceptual budgets, monitor, and evaluate department quality control procedures. He supervised the administration of department contracts with vendors/consultants, negotiation special agreements, change orders, time extensions, and/or modifications of contract agreements. Joel reviewed and evaluated proposals; ensures grant monies are being expended in accordance with the provisions of the grant; serve as a Countywide CIP resource, act as liaison between regulatory agencies and the County, generate reports/estimates and make recommendations. He established and implemented office/work procedures; prepare program budgets, monitor, and control expenditures; maintain a record keeping of department projects, represent the County and/or department in contractual disputes and legal actions. He is also responsible for personnel performance, leadership development, training, and discipline. Joel oversaw and/or conducted complex cost studies for a variety of County performance/operational problems and advise department Directors or Executive Management.

County of San Bernardino, Department of Behavior Health - Crisis Residential Treatment Center, San Bernardino, CA. \$42M project consisted of five new Crisis Residential Treatment Centers. Each building was approximately 15,000 SF of office and residential space, including a commercial-grade kitchen, resident bedrooms, staff offices, nursing rooms, lounge, and dining areas. The projects were located throughout the County of San Bernardino.

County of San Bernardino, Administrative Office - Countywide Security Improvements, San Bernardino, CA. \$26M project consisted of operational and technology security improvements at eight critical County locations. A security assessment report was produced with recommendations for improvements and options for completing the recommendations. In addition, a Countywide security training program was established with the aim of enhancing preparedness, providing product tools and resources to help prepare for a response to an active shooter incident as a result of the December 2, 2015, San Bernardino County's terrorist attack.

San Bernardino City Unified School District, Measure N Bond, San Bernardino, CA. Joel provided oversight for execution of multiple construction contracts in support of San Bernardino City USD, \$250M Measure N Bond Program, including construction of Mildred D. Henry Elementary School (ES) consisting of 38,000 SF campus of multiple classroom buildings, library/media center, cafeteria and multipurpose room, dedicated student drop-off lanes, and

center courtyards. Also, construction of Roosevelt ES consisting of 32,000 SF campus of multiple classroom buildings, library, cafeteria, multipurpose room, dedicated student drop-off lanes, and center courtyards. The program also included modernization upgrades at Cole, Cypress and Highland-Pacific ESs, consisting of complete gutting of classrooms, adding new electrical, HVAC, flooring, modernization of cafeterias, restrooms, and ADA accessibility enhancements.

Rio Hondo Community College, Technology and Automotive Science Building, La Habra, CA. \$14.2M modernization project that included three Technology and Automotive Science Buildings with state-of-the-art automotive maintenance and repair machinery. The project included administrative offices, faculty offices, computer lab, classrooms, and over 30,000 SF of lab/shop areas with enfaces on welding and fabrication, automotive repair, tools, machine manufacturing, alternative fuels, State Referee Station, and a new environmentally advanced paint facility.

San Bernardino City Unified School District, Group 10 Modernization Projects, San Bernardino, CA. Provided construction management services for \$8M capital improvement projects from bid/award through construction/closeout. Responsible for contract development, contract administration, schedule, and scope changes. Monitor progress to ensure compliance with plans, specifications. Track and control construction costs against the project budget to avoid cost overruns.

Riverside County Sheriff's Department, East County Detention Center, Indio, CA. This \$274M LEED Silver certified project that consisted of two structurally separated buildings, Housing, and Support buildings for a total of 460,000 SF. The replacement and expansion of the existing Indio Jail Facility added 1,250 new beds to replace the existing 353-bed facility. The four-level Housing building is comprised of two polygonal pods with an additional two-story basement Support and Administration building, health services, transport, warehouse, video visitation, and administrative uses.



QA/QC

Greg Ochoa

QUALIFICATIONS

Greg brings strong experience in capital construction and facilities renovations valued at \$80+ million. He possesses strong organizational and excellent communication skills honed through 17 years of experience in a wide range of public school and private industry settings. He offers strong leadership on all aspects of the project management life cycle – from concept through design, into construction and close out, including DSA certification as well as a variety of delivery methods including multi-prime, design-bid-build and lease-leaseback. His experience in program management and document management from project sequencing, feasibility, master budgeting to facilitating project entitlements and liaison with agencies and public utilities has helped become a key component of any project team. Greg has in-depth experience in providing oversight of technical project systems, including consultant and contractor selection, scope confirmation, equipment specification, installation, testing, labeling, start-up, and commissioning. He also provides vast experience with project field operations and conformity with contract documentation, including digital management systems.

YEARS OF EXPERIENCE

17

EDUCATION

Construction Management Certificate, California State Polytechnic University, Pomona

REGISTRATION AND CERTIFICATIONS

International Code Council (ICC)

ADA & Tit. 24 | CA Building Code

CBC & Federal Accessibility

DacTrak Certification (Access Compliance)

PROJECT EXPERIENCE

San Bernardino Community College District, Measure CC Bond Program, San Bernardino, CA. SafeworkCM is providing construction management services for the following projects: Career Pathway 1 Technical Building Replacement (\$107M); M&O Building Re-purposing (\$1.4M); New Softball Field (\$6.2M); Student Services & Instructional

Building (\$104M); Admin Building & Campus Center Re-purposing (\$8.7M); Career Pathways 2 (\$89M); Physical Science, Health Life & Safety Building Secondary Effect (\$4.4M); and San Bernardino Valley College campus wide infrastructure (\$32.5M). Our team's scope of services includes project budget management, project scheduling, scope validation and planning, monthly progress reporting, development of QA/ QC plans, assistance with architectural, engineering, contractors and consultants, review and approval of all invoicing and coordination of purchase orders, coordination and oversight of design teams, Bid management, construction management, post construction and close-out management.

Occidental College, Eagle Rock, CA. Greg provided project and field oversight including management of submittals, RFI's, progress reports, as-builts, and punch lists for the De Mandel Pool Complex and McKinnon Tennis Center, Bio-Science/Anderson Environmental (Moore Labs), and Modernization Portfolio Projects (Various Projects in Construction). The De Mandel Pool Complex and McKinnon Tennis Center was a new \$19M (bundled) aquatic center and tennis complex, equipment building with locker rooms, coaching offices and accessibility improvements across the campus using GMAX delivery. His primary duties included liaison to school administration, design management, construction management, agency liaison, entitlements, permitting, off-site improvements and close out.

Oxnard Unified School District, Aquatic Centers, Oxnard, CA. Greg provided project and field oversight for the Aquatics Centers, Adolfo Camarillo and Hueneme HSs, part of the \$78M total program. Construction of new \$8M (bundled) twin aquatic centers, including 8,556 SF pool (25 yards by 30 meters) and associated concrete decks. The build out of bathhouse, storage, coach's office, locker rooms and mechanical rooms (3,800 SF) and walk ramps, as well as other accessibility improvements across campuses, using the lease-leaseback delivery method. Greg led the team from award to a successful completion within a 12-month schedule. DSA certification was achieved within five months of completion. The project won 2015 Project Achievement Award for Public Works under \$10M.

San Bernardino Unified School District, Indian Springs High School, San Bernardino, CA. \$51M high school expansion that fell behind schedule. Greg took over and got the project on track and successfully completed prior to the 2012/2013 school year using multi-prime delivery method. He provided oversight and management of the day-to-day construction activities, including access compliance and technology projects. The scope included conversion of a closed junior high school, 11 new classroom buildings, administration, gymnasium, and library.



Senior Project Manager

YEARS OF EXPERIENCE

40+

EDUCATION

Coursework, Construction Management, California Polytechnic State University

Coursework, Business Administration, Association of American Universities

REGISTRATION AND CERTIFICATIONS

Commercial, Multi-unit/ Residential Contractor - Commercial Concrete/Tilt up Foreman

General Superintendent, Project Manager, Senior Project Manager

AIA Procurement, Codes, Specifications, Submittals, Close Outs - Construction Management

Tom Anderson CCM

QUALIFICATIONS

Tom has over 40 years experience in the construction industry, specializing in the management of public works projects including municipal and justice buildings, essential service facilities K-12 and higher education. His responsibilities include managing and overseeing all facets of the construction phase, managing project schedules, performing contract administration, review of contractor schedules, RFI submittals and change orders, managing project budgets, costs and contractor payments and coordinating the project team and contractors. Tom is a skilled communicator who implements a clear vision to achieve client objectives, identify and resolve conflicts, and negotiate and mediate issues.

PROJECT EXPERIENCE

Capistrano Unified School District, San Clemente High School Modernization, San Clemente, CA. Providing project management services for a \$23.2M modernization project including a new aquatic center and gymnasium, locker rooms, restrooms and wrestling room. The new aquatic center includes restrooms, locker rooms and street improvements. Tom oversaw pre-construction, bid & award, construction closeout of the project. Managed both the project budget and schedules to meet the District's qualitative standards and performs day to day contract administration including pre-bid meetings, bid analysis, pre-construction meetings and related award coordinating activities.

Riverside County Office of Education, La Granada ES Modernization, Riverside, CA. \$4M modernization of existing building interior that included restrooms, classrooms, entry, and office spaces of La Granada Elementary School's

Advanced Estimating /
Process of Development

Thesis of Development -
Feasibility Studies

Exactimate Estimator
Certified /Cat Certified
Field Adjuster

Special Projects / Design
Build

Construction Labor Law

Certified CSLB Home
Inspection

LEED and SWPPP
Certified

Cal OSHA Safety Policies

State of CA / State of
NV - General Contractor
License

Proficiency Microsoft
Office, Prolog™,
Expedition®, Primavera
P6® and SureTrack

Special Education Facility.

Santa Barbara City College, Humanities Building

Modernization, Santa Barbara, CA. \$23M, 51,969 SF

modernization that provided upgrades and enhancements to the original structure, as well as a new three-story elevator tower. Managed budgets, cost, payment and contract controls, fiscal year ends, monthly reporting. Negotiated & mediated issues, identify & resolve conflicts, implement clear vision to achieve client's objectives, implement strategies for client.

Pasadena Unified School District, Pasadena High School

Modernization, Pasadena, CA. \$5.6M campus modernization

including 5,500 SF of new classrooms, renovation of a 2,500 SF administration building, restrooms, service kitchen, new electrical room and playground. Managed both project budget and schedules to meet District's qualitative standards and performs day to day contract administration including pre-bid meetings, bid analysis, pre-construction meetings and related award coordinating activities.

Rialto Unified School District, Eisenhower High School

Modernization, Rialto, CA. Provided Project Management

services for a campus modernization including a new 2,600 SF cafeteria, modernization of the existing gymnasium, janitor's room and parking area. Managed both the project budget and schedules to meet the District's qualitative standards and performs day to day contract administration including pre-bid meetings, bid analysis, pre-construction meetings and related award coordinating activities.



Project Engineer

YEARS OF EXPERIENCE

13

EDUCATION

Bachelor of Science, Civil Engineering, California Polytechnic State University, Pomona, CA

REGISTRATION AND CERTIFICATIONS

OSHA 10

CPR/First Aid/AED

Dustin Padua

QUALIFICATIONS

Dustin Padua has over 13 years of experience serving as a design and construction management professional versed in design drafting, engineering project management, Division of State Architect compliance, approval and closeout, procurement oversight, consultant management, constructability review, clash detection, field observation and inspection, existing conditions evaluation and documentation, program policy compliance and code evaluation. His blend of California Public School project management, engineering design experience, hands on construction oversight and project management skills enables him to successfully deliver a comprehensive approach to educational facility design oversight, OFCI integration support, existing facility design and project management, change control and avoidance, and quality control, compliance, and administration.

PROJECT EXPERIENCE

Newport Mesa Unified School District, Bond Program Support, Costa Mesa, CA. Dustin is working at Estancia HS on a lease leaseback theater project. The new facility will provides students, faculty, and community a modern, state-of-the art building creating an equitable, safe, and accessible environment for arts education. The new multi-purpose facility will consist of a 350 seat theater with a flexible black box theater for up to 150 seating, as well as a lobby and support spaces: Box Office, Restrooms, Storage, Dressing Rooms, Scene Shop and Green Room. He also has been working on the Estancia HS Scoreboards project which consists of installing brand new scoreboards for the baseball and softball programs for the campus.

Pasadena Unified School District (PUSD), Bond Program Support, Pasadena, CA.

Dustin provides project management services for the \$516M Bond Measure O that focuses on improving equitable access to technology for students, including access to school facilities for students with disabilities and providing classrooms, labs, and technology to support Science, Technology, Engineering, Art, and Math (STEAM) courses. Dustin oversees a variety of projects, such as the installation of district-owned solar panels and energy-efficient windows, upgrading Career Technical Education classrooms, replacing aging roofs and plumbing systems, repairing and upgrading aging classrooms and labs, replacing heating, ventilation and air-conditioning systems, installing new electrical systems to safely accommodate new technology, and installation of emergency communications systems, smoke detectors, fire alarms and sprinklers.

Chaffey Community College District, Measure P Bond Program, Rancho Cucamonga, CA.

Dustin works closely with the design team and subconsultants performing interdisciplinary coordination, design visualization, systems integration, clash detection, construction planning, and overall execution. At Chaffey Community College, Dustin is currently working on the coordination of the Accessibility Master Plan and the Program Criteria for the Library Project. Consolidating the ADA upgrades into the Design Build Program, as well as utilizing the BIM "clash detection" capabilities, Dustin is able to solve practically all of the trade conflicts in a virtual realm, instead of in the construction realm, where there can be a potential delay the schedule and impact the budget.

San Bernardino Community College District, San Bernardino Valley College, San Bernardino, CA.

Dustin identified and gathered all documents to be converted from blueprint to digital image. Met with Campus M&O to discuss location of drawings and all other pertinent information commissioning reports, Inspection Report, DSA forms (if any). Dustin categorized all documents via tracking log. Created a naming convention with input from the campus. Identified all documents type (PDF, CAD, BIM) per project. He created a naming convention log all page counts per project drawings (this includes commissioning reports, IOR Reports, and DSA Forms - if any). He reviewed log with campus M&O for input and approval. Identified a preferred format and storage solution prior to document conversion. He also coordinated and managed scanning with district preferred reprographics company.



Scheduler

YEARS OF EXPERIENCE

16

EDUCATION

Bachelor of Science,
Mechanical Engineering
and Biomedical Option,
University of Kansas,
Lawrence, KA

REGISTRATION AND CERTIFICATIONS

LEED AP BD+C

U.S. Green Building
Council (USGBC)

Marina Sominsky

QUALIFICATIONS

Marina brings 16 years of scheduling and IT experience in the public and private sector. Marina is skilled in scheduling, resource planning, project/program management, risk management, coordination of technical proposals, specifications, and financial conditions of contracts, and project budgeting. She has developed 50-plus schedules for more than 150 projects and has extensive experience tracking and analyzing contractor schedules and providing schedule analysis for time and delay claims.

PROJECT EXPERIENCE

San Bernardino Community College District, Measure M Bond Program, San Bernardino, CA. Marina provided scheduling services for the \$500M Measure M renovations and new construction at SBCCD's two campuses. The program included campus-wide parking lot upgrades, ADA upgrades, a new science building, new parking structures, a new general classroom building and a new athletic complex.

Chaffey Community College District, Measure P Bond Program, Rancho Cucamonga, CA. Marina is the scheduling manager for this \$700M program through the procurement, design and construction phases of projects. She creates and maintains master schedules for all five phases of the Measure P Bond Program, meeting with the program bond manager and project managers for schedule updating, reviewing the risk register and action items, resourcing and cost loading master schedules, and coordinating with the District's accounting manager to update cashflow.

Allan Hancock Community College, Santa Barbara County. Marina provided scheduling services for \$20M in technology improvements that modernized and streamlined college processes and upgraded both hardware and software used in labs and classrooms.

NASA Wastewater Plan Scheduling, Phoenix, AZ. Marina developed and updated the master schedule to assist with the general manager of public services' push to retain and operate Marana's own wastewater system at the Marina Wastewater Plant. She maintained a resource and cost-loaded schedule for NASA's \$330M project and designed Oracle Primavera P6 custom schedule reports.

Maricopa County Department of Transportation, Semiconductor Fabrication Plan Scheduling, Chandler, AZ. Marina assisted in developing a procedures manual to standardize operations for the Maricopa County Department of Transportation's engineering division. She managed the project management office feasibility study from conception through data collection, analysis, and recommendations. Marina also supported proposal efforts for program and CM services.



Cost Estimator

YEARS OF EXPERIENCE

26

EDUCATION

Associate of Arts,
California State University,
Long Beach, Long Beach,
CA

REGISTRATION AND CERTIFICATIONS

LEED AP BD+C

U.S. Green Building
Council (USGBC)

Jay Helekar

QUALIFICATIONS

Jay brings over 26 years of preconstruction cost estimating consulting experience with public sector projects in Southern California, as an engaged leader and expert in the field. He understands the preconstruction effort of publicly funded projects, and the challenges and cost implications of the planning and design. Jay oversees a team of professional estimators providing leadership on collaborating with the design team and city administrators on capital improvement projects. He has an extensive portfolio of aquatic recreation projects, providing milestone cost estimates and cost management for the project team.

As Principal and Founder of HLCM, Jay oversees a premier estimating team with collective experience in independent cost analysis, constructability review, and budget development. He provides project controls for the design team, safeguarding our stakeholder's program requirements and budget objectives while managing risk with cost expertise in phasing and cost escalation drivers. He has specific experience managing budget development for Aquatics and Recreation facilities featuring typical municipal pool project components: recreation building, aquatics building, multi-generational community centers, competition pools, instructional pools, water slides, wading pools, year-round indoor and outdoor amenities, water play equipment, full gymnasiums, spacious community rooms, fitness centers, equipment rooms and storage.

PROJECT EXPERIENCE

Aquatic Complexes and Community Recreation Centers

- » City of Camarillo, Pleasant Valley Recreation Center
- » City of Mountain View, Rengstorff Park Aquatics Center
- » City of Ontario, Anthony Munoz Community Center
- » City of Piedmont, Piedmont Community Pool
- » City of Rancho Cordova, Rancho Cordova Little League
- » City of Seal Beach, Seal Beach Aquatic Center
- » City of Woodland, Southeast Area Aquatics
- » City of Tracy, Multi-Generational Recreation Center
- » City of Yorba Linda, Adventure Playground
- » College of the Desert, Stadium and Athletics Facility
- » El Rancho USD, El Rancho High School Aquatics Complex
- » Santa Ana USD, Santa Ana High School Aquatics
- » Town of Yucca Valley, Aquatics and Recreation Center

County of San Bernardino, San Bernardino, CA

- » Valley Communication Center
- » Sheriff's Department
- » Government Center
- » Law Library Tenant Improvement
- » 825 Cooley Building Replacement
- » Building 172 Renovation
- » PSOC and County Fire Administration
- » 157-175 West 5th St. Building
- » Replacement
- » Parking Lot 316
- » Vanderbilt Building
- » Building 351 Renovation
- » ISD Relocation
- » Pivot Masterplan
- » Adelanto Detention Center

San Bernardino City Unified School District, San Bernardino, CA

- » Cajon High School

San Bernardino Community College District, San Bernardino, CA

- » Crafton Hills College



Constructability Review

YEARS OF EXPERIENCE

30+

EDUCATION

Bachelor of Arts,
Architecture, California
Polytechnic University,
San Luis Obispo

REGISTRATION AND CERTIFICATIONS

Construction Management
Certificate, University of
California, Los Angeles,
CA

Michael Echelmeier

QUALIFICATIONS

Michael has worked in the construction and design industries for more than 30 years. He has been involved in all aspects of the design-construction process, including constructability reviews, planning, pre-design, cost estimating, design, scheduling, project management, and construction management. This experience has allowed Michael to obtain a complete understanding of construction methods and practices, as well as each team member's roles and responsibilities during the entire process. In his lead role performing constructability reviews, Michael is responsible for reviewing contract documents to ensure they comply with the program requirements and meet the objectives for the respective project. His objective is to identify and reconcile ambiguous and conflicting design elements. Through the review, Michael may also conduct visual site inspections to help identify potential impediments to the design and construction process.

PROJECT EXPERIENCE

Chaffey College, Swimming Pool Renovation, Rancho Cucamonga, CA. Michael performed constructability review services for this aquatic facility project, which involves the \$8.3M renovation and construction of two new single-story buildings (accommodating faculty office space, conference space, athletic training room, community office spaces, pool equipment storage, and utility equipment rooms) new 400 seat bleacher system with shade canopy, new perimeter landscaping, and renovation of the existing swimming pool shell with new mechanical and pool equipment systems.

UC Santa Barbara, Davidson Library Addition/Renovation, Santa Barbara, CA. Michael performed constructability review services in support of planned addition and renovation work for the UCSB Davidson Library. This project involves the renovation of the 314,110-SF library complex, including the seismic renovation of the 90,000-SF library tower and the addition of a new, 3-story tower connected to the existing library through covered walkways at the second and first levels.

Los Angeles Unified School District, Constructability Review Program, Los Angeles, CA. Michael performed constructability review services for District modernization projects. The program was valued at approximately \$50 million. He was contracted to provide on-call constructability review services at several campuses. Individual projects included Bell Education and Career Center, Verdugo Hills HS, Olive Vista Middle School, and Southwest LAUSD High School #9.

Sacramento Unified School District, District-Wide Study and Master Plan, Sacramento, CA. Michael provided full assessments of over 100 facilities to identify all needed renovation/repair and code compliance issues. These services were completed for budgeting purposes as part of an overall \$800M sustainable facilities master plan for the District. Scope elements included code/ADA level upgrades, infrastructure upgrades, envelope, and interior upgrades, as well as site work.



Safety

YEARS OF EXPERIENCE

30+

REGISTRATION AND CERTIFICATIONS

BCSP Safety Management Specialist # SMS-128

BCSP Certified Health and Safety Technician # CHST-2469

USDOT-Transportation Safety Institute – Transit Rail Incident Investigation

OSHA 500 Construction Safety and Health Trainer

OSHA 510 Construction Safety and Health

DOSH – Underground Safety Representative

DOSH – Underground Gas Tester

First Aid/CPR Certified

GREG METCHIKIAN **CHST, SMS**

QUALIFICATIONS

Greg has 30 years of experience in the construction industry with both contractors and construction managers. He has a strong record of success on large construction programs, bringing professionalism and excellence into a challenging field. He has demonstrated this success on numerous programs, as a manager and safety professional who can successfully work with a broad range of personalities. His experience includes Design-Build, P3 and traditional delivery projects. His straightforward approach and understanding of complex programs are an asset that has helped him perform on large programs throughout California.

PROJECT EXPERIENCE

Orange County Public Works (OCPW), Construction Management and Inspection Services On-Call, Orange, CA. Conducted a safety audit for all horizontal and vertical construction projects, staff work areas and OCPW Departmental Safety Procedure Manuals.

Los Angeles Community College District, Bond Program Management, Los Angeles, CA. Greg provided safety oversight under a subcontract with URS Corporation with responsibility for safety oversight on three campuses during extensive bond measure construction work. He provided management and oversight of the team with one Safety Manager covering each of three campuses, Mission, Pierce and Valley. Greg's duties included contract negotiation, submission and hiring of personnel, management of staff, ongoing staff development and working with our

team members and prime to address challenges at each campus. Each team member was responsible for all projects on their assigned campus, including inspections, reporting, meetings and working with the District's OCIP provider. Approximate construction value for the three campuses was \$1.7B.

Port of Long Beach, Risk Management Division, Long Beach, CA. Greg worked under a prime contract with the Port's Risk Management Division to provide oversight on construction projects throughout the Port, including the Middle Harbor Redevelopment Program and building projects. He performed oversight and managed the project for SafeworkCM, including additional safety managers, providing program level oversight of the contractors, construction managers and Port staff working on the Middle Harbor projects. Additionally, Greg and his team coordinated with the Port's security division, LBFD and LBPD for site security, emergency response and with container terminal operators.

Orange County Transportation Authority, OC Streetcar Project, Santa Ana and Garden Grove, CA. Greg provided initial service for the 1.4-mile O.C. Streetcar project, where he provided support to the construction management team during initial startup and conducted reviews of contractor safety submittals, contractor safety candidates and other services prior to start of major construction activity. Greg remains part of the project overseeing one full time Safety Specialist and project engineer, providing additional support for the CM team and OCTA.

Los Angeles County Metropolitan Transportation Authority (Metro), Metro Rail Projects and Related Facilities, Los Angeles, CA. Greg oversees all SafeworkCM's Metro projects, including Crenshaw/LAX Transit Corridor (and Southwestern Yard facility), Regional Connector, Purple Line Sections 1, 2 and 3. The Crenshaw project has involved numerous intersections and grade separations and extensive signal work requiring integration with City of Los Angeles and Inglewood inspectors and systems. Major past projects include the I-405 Sepulveda Pass widening and Expo LRT Phase 1. Metro project experience includes extensive utility relocations, signal system modification, replacement and coordination with other agencies such as the City of Los Angeles and Caltrans and other municipalities.

Port of Los Angeles, Berth 200 Rail Yard and Track Connection Projects, Wilmington, CA. Greg provided safety oversight of the Berth 200 Rail Yard and Track Connections project at the Port of Los Angeles. This project entailed redeveloping large parcels of Port property for a new state of the art rail yard for Pacific Harbor Lines, the rail operator at both the Ports of

Los Angeles and Long Beach. The project included construction of new track systems as well as realignment of access roads and mainline track. It also included new administration and maintenance facilities for PHL. The project was highly sensitive due to the impact on projects waiting for the realignment of the rail systems in the terminals, as well as the presence of live butane and hydrogen lines being relocated as part of the project. In addition, live track systems through the project limits included PHL, BNSF and UPRR trains. Compliance with roadway worker requirements and other regulatory requirements was a significant element of oversight work.

Port of Long Beach, Pier G Projects, Long Beach, CA. Greg provided services to the Port as a subconsultant to Parsons Brinkerhoff on a multi-year on call contract. He provided weekly surveys on three terminal projects: the ITS Admin & Ops project, North Rail Yard Project and Maintenance and Repair building project. Survey results were reported to the contractors, CM Team, Port Construction Manager and Risk Management. Regular interaction with Port inspectors, contractor's field management and safety personnel were made with focus on ensuring contractors are fulfilling their legal and contractual obligations to build the project in a safe and secure manner. Coordination with Port security personnel and TSA regarding security requirements at the port and contractor and consultant responsibility.

j. Appendix B



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,
- b) personnel,
- c) financial advantage, or
- d) other item

Safework, Inc. does not have any actual or potential conflicts that would affect our ability to perform the work and fulfill the contractual obligations successfully.

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 2/15/2023

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 _____

k. Appendix C



k. Acceptance for the Design Professional Agreement

SafeworkCM accepts the terms and conditions of the Design Professional Agreement.

I. Appendix D



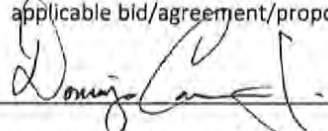
APPENDIX G – DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION

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

President & CEO

Title of Authorized Representative

Safework, Inc.

Business/Contractor/ Agency

2/15/2023

Date

3615 Main Street, Suite 103

Riverside, CA 92501

909-361-8533

www.safeworkcm.com



AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND SAFEWORKCM FOR
CONSTRUCTION MANAGEMENT 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 June 18, 2024, by and between the Town of Yucca Valley (hereinafter "TOWN"), and SAFEWORKCM, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

RECITALS

- A. On March 21, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for construction management services in the amount of \$830,330.00 for the term of until project completed.
- B. Due to extended bidding 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 \$211,947 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 **One million forty two thousand two hundred and seventy seven dollars and Zero Cents (\$1,042,277.00) for Construction Management Services** ("Contract Sum"), for FY2024/25, unless additional compensation is approved pursuant to Section 2.3.

This Amendment provides for a \$211,947.00 increase to the contract amount for FY2024/25 from \$ 830,330.00 to \$ 1,042,277.00.

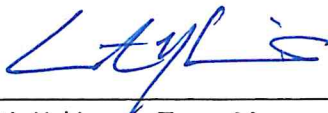
Except as amended by this Amendment 1, all provisions of the original AGREEMENT shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

**SIGNATURE PAGE TO AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND SAFEWORKCM FOR
CONSTRUCTION MANAGEMENT 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

SAFEWORKCM

By: 
Curtis Yakimow, Town Manager

By: 
Keith Kajiya, President

ATTEST:


Lesley Copeland, Town Clerk

EXHIBIT "F"

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

TOTAL CONTRACT AMOUNT \$830,330.00 NOT TO EXCEED

CONTRACT TERM 03/21/2023 THROUGH Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2022/23	\$ 830,330.00	
2024/25	\$ 211,947.00	Amendment 1

Amendment #1-SAFEWORKCM Agreement (003)

Final Audit Report

2024-08-27

Created:	2024-08-27
By:	Renita Oliveira (renita.oliveira@safeworkcm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkmlCN4GRJUPMhBt-u1t1-eiqyDhp0Yz5

"Amendment #1-SAFEWORKCM Agreement (003)" History

-  Document created by Renita Oliveira (renita.oliveira@safeworkcm.com)
2024-08-27 - 11:09:11 PM GMT
-  Document emailed to Keith Kajiya (keith.kajiya@safeworkinc.com) for signature
2024-08-27 - 11:09:14 PM GMT
-  Email viewed by Keith Kajiya (keith.kajiya@safeworkinc.com)
2024-08-27 - 11:16:05 PM GMT
-  Document e-signed by Keith Kajiya (keith.kajiya@safeworkinc.com)
Signature Date: 2024-08-27 - 11:16:24 PM GMT - Time Source: server
-  Agreement completed.
2024-08-27 - 11:16:24 PM GMT

AMENDMENT 2
TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND SAFEWORKCM FOR
CONSTRUCTION MANAGEMENT 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 SAFEWORKCM, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

RECITALS

- A. On March 21, 2023, the TOWN and the CONTRACTOR entered into an AGREEMENT for construction management services in the amount of \$830,330.00 for the term until project completed.
- B. Due to extended bidding 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 \$211,947 is warranted.
- C. To ensure the success of the ARC project and meet the Town's needs, Staff recommends expanding Safework staffing hours. An increase of \$335,880.00 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 **One million three hundred seventy eight thousand one hundred and fifty seven dollars and Zero Cents (\$1,378,157.00) for Construction Management 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 MILLION SIX HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$2,613,821.00), 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
2023/24	\$ 830,330.00	Original Contract Amount

2023/24	\$ 211,947.00	Amendment 1
2024/25	\$ 335,880.00	Amendment 2

This AMENDMENT provides for a \$335,880.00 increase to the contract amount for FY2025/26 from \$ 1,042,277.00 to \$ 1,378,157.00.

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.

**SIGNATURE PAGE TO AMENDMENT 2
TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 21, 2023
BY AND BETWEEN TOWN OF YUCCA VALLEY AND SAFEWORKCM FOR
CONSTRUCTION MANAGEMENT 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

SAFEWORKCM

By: 
Curtis Yakimow, Town Manager

By: 
Michael Villegas, Vice President

ATTEST:

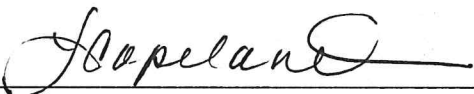

Lesley Copeland, Town Clerk

EXHIBIT "F"

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

TOTAL CONTRACT AMOUNT \$1,378,157.00 NOT TO EXCEED

CONTRACT TERM 03/21/2023 THROUGH Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2022/23	\$ 830,330.00	
2024/25	\$ 211,947.00	Amendment 1
2024/25	\$335,880.00	Amendment 2

AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

DAHLIN GROUP Inc.

for

**PROFESSIONAL MANAGEMENT SERVICES
PROPOSITION 68 – AQUATICS AND RECREATION
CENTER PROJECT**

**AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
DAHLIN GROUP Inc.**

THIS AGREEMENT FOR SERVICES (herein“ Agreement”) is made and entered into this day of June 22, 2021 by and between the Town of Yucca Valley, a general law city (“Town”) and Dahlin Group 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 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 perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project (the “Standard of Care”).

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 consistent with "Standard of Care". 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 **Six Hundred Twenty Eight Thousand Five Hundred Dollars with Zero Cents (\$ 628,500.00)** (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 virtual or teleconference 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. The Contract Sum shall include the attendance of Consultant at all in-person project meetings as specifically designated in their scope of services. Additional in-person project meetings may be added at the Town's discretion, as an additional service per section 1.8 above.

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, unless said services require the attendance of more than one person, and these duplicate services are previously approved by the Town Contract Officer.

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:

Stephanie Fujimara
(Name)

Principal
(Title)

Gregor Markel
(Name)

Sr. Principal
(Title)

Erica DiCiccio
(Name)

Designer / Drafter
(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 \$2,000,00 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.

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 \$ 50,000.00, 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, 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. Provided however, that Consultant shall have no duty to indemnify to the extent such claims are caused by indemnitee's sole negligence or willful misconduct.

(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, 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), in the performance of this Agreement only to the extent caused 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. However, in no event shall the cost to defend charged to the indemnifying Party exceed their proportionate percentage of fault.

(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. Either PARTIES reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to the other PARTY, 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:



~~Merl Abel, Mayor~~

CURTIS YAKIMOW, TOWN MANAGER

ATTEST:



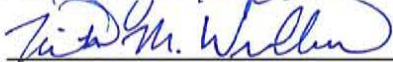
Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

BURKE, WILLIAMS, & SORENSON, LLP

Thomas Jex, Town Attorney

CONTRACTOR:

By: Name: NANCY KEENAN
Title: PRESIDENT

By: Name: TIM WILLIAMS
Title: CFO

Address: 5865 OWENS DRIVE
PLEASANTON, CA 94588

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:

ATTEST:

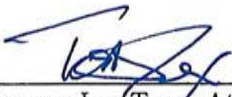
~~Merl Abel, Mayor~~

CURTIS YAKIMOW, TOWN MANAGER

Lesley Copeland, Town Clerk

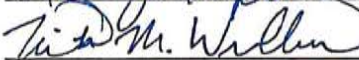
APPROVED AS TO FORM:

BURKE, WILLIAMS, & SORENSON, LLP



Thomas Jex, Town Attorney

CONTRACTOR:

By: Name: NANCY KEENAN
Title: PRESIDENT

By: Name: TIM WILLIAMS
Title: CFO

Address: 5815 OWENS DRIVE
PLEASANTON, CA 94588

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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

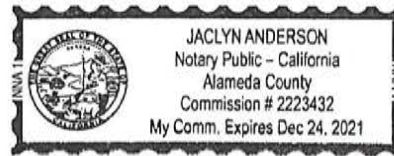
COUNTY OF ~~SAN BERNARDINO~~ ALAMEDA P

On JUNE 22, 2021 before me, JACLYN ANDERSON personally appeared NANCY LEONAN 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: _____

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
☐ INDIVIDUAL ☐ CORPORATE OFFICER _____ TITLE(S) ☐ ☐ PARTNER(S) ☐ LIMITED ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER _____	_____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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

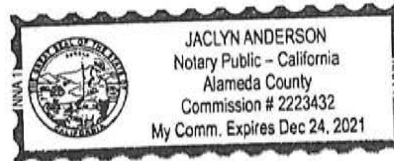
COUNTY OF ~~SAN BERNARDINO~~ ALAMEDA

On JUNE 22, 2021 before me, JACLYN ANDERSON personally appeared TIM WILLIAMS, 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: Jaclyn Anderson



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

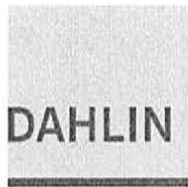
CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
☐	TITLE(S) _____	_____
☐	PARTNER(S) ☐ LIMITED	NUMBER OF PAGES
☐	GENERAL	_____
☐	ATTORNEY-IN-FACT	DATE OF DOCUMENT
☐	TRUSTEE(S)	_____
☐	GUARDIAN/CONSERVATOR	SIGNER(S) OTHER THAN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

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. See Exhibit A-1 – Scope of Service**
 - B.**
 - C.**
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:**
 - A. See Exhibit A-1 – Scope of Service**
 - 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. See Exhibit A-1 – Scope of Service**
 - 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. See Exhibit A-1 – Scope of Service**
 - B.**
 - C.**

EXHIBIT "A-1"
SCOPE OF SERVICES



June 14, 2021

VIA EMAIL

Armando Baldizzone
Public Works Director
TOWN OF YUCCA VALLEY
58928 Business Center Drive
Yucca Valley, CA 92284

**RE: REVISED SCOPE OF SERVICES AND FEE PROPOSAL FOR TOWN OF YUCCA VALLEY
AQUATIC AND RECREATION CENTER PROJECT MANAGEMENT RFP**

Dear Armando:

Thank you for providing us the opportunity to revise our Scope of Services and Fee Proposal based on Town requested shift in scope. Please find below an updated Summary of Roles & Scope of Services broken down by phase, as well as a revised Fee Proposal.

SUMMARY OF ROLES & SCOPE OF SERVICES

Your DAHLIN Project Manager will be both the Project Lead and Town Representative on behalf of the Town of Yucca Valley from Pre-Design through the duration of the project. As such, we will be responsible for managing the project process, established project budget and all project presentations as well as being the Communication Hub for the project as a whole.

- ***Managing the Process***; the Project Manager (PM) is responsible for managing the cost and controlling the time on a project. The PM should act as the liaison between Town Staff and the Design Team to ensure the proper flow of communications between the two parties, and act to document these discussions for the Town. The PM shall ensure that all parties are making decisions on a timely basis and the project continues to move forward at its expected pace, without added costs or cost overruns due to a disorganized process.
- ***Meeting Expectations & Schedules***; the PM must have a thorough understanding of the Client's objectives, and the project goals, deadlines and required scopes of work to attain these detailed objectives. The PM must proactively work with the Client and the Design team to ensure that everyone is working together and is mutually clear in their understandings of the work-effort and timeline require to achieve the project objectives.
- ***Managing the Total Project Budget***; the PM will manage the total project budget including all costs associated with the Town's project budget. The Town has stated a \$20M total budget inclusive of hard and soft cost on the project but has not identified all costs potentially associated with the project. DAHLIN will also assist the design team with the evaluation of proposed systems, equipment and materials, and will advise you on alternatives to optimize cost effectiveness, quality standards and system life cycle costs and benefits (value engineering).

- **Town Representation;** the PM shall be the Town's representative, both during design and at the project site and shall attend the weekly construction meetings for the Town. The PM shall organize the meeting per the project phase of construction and ensure that all priority items are being addressed by the appropriate parties. The PM shall act as the Town's representative to ensure the General Contractor complies with all aspects of their project agreement, and acts in accordance with the requirements of the project Contract Documents over the course of construction. The CM (to be hired) will enforce necessary requirements of the project manual, ensure the project procurement and delivery schedule is adhered to and is constantly updated to reflect the current project status.

SCOPE OF SERVICES & DELIVERABLES BY PHASE

PHASE	RESPONSIBILITIES / SCOPE	DELIVERABLES
PRE-DESIGN	• Review of existing materials and feasibility study • Project set up with Town – staff meetings • Program Verification ▪ Verify program preferences & phasing goals ▪ Define Priorities & Goals ▪ Verify operational assumptions ▪ Establish LEED goals • Conceptual Design Verification for both North and South Brehm sites ▪ Craft / refine desired layout for both sites • Full Constraint Analysis for both North and South Brehm Sites – including: ▪ Civil Topographic Survey with Boundary & Easements ▪ Utility Survey ▪ Cost Evaluation for development • Establish anticipated schedule • Design Team Selection ▪ Write and Assemble Design RFP ▪ Lead Proposal Review and interview process ▪ Lead selection of Design Team	Project kickoff • Contact list • Meeting Minutes • Priority and Goal List Pre-Design Conceptual Design • Conceptual Layout for North Brehm and South Brehm sites • Site Analysis Summary for each Concept • Site and Utility Survey for each site • Conceptual Cost Estimate for each site Pre-Design Coordination • Finalized Priority List • Constraint Analysis for both North and South Sites • Development Plan • Conceptual Cost Budget for each site • Anticipated Schedule RFP • Design Team RFP • Coordinate Bid publications, pre-Bid Meetings and responses • Summary / Scoring sheet for Design Proposal review

	Assist in negotiations with preferred team and Town contracting process	Project Administration - Weekly Meeting agendas - Weekly Meeting Minutes - Weekly Action Logs - Schedule Updates - Council Updates
DESIGN	- Liaison between Design Team and Town Architectural and Town representatives / teams, Stakeholder Group and Leadership - Lead Presentation of the project with Town Staff and project design team at public meetings, will generate informational updates, and will coordinate any others who may be required to present project information at public hearings. - Provide architectural and functional reviews of proposed design on Town's behalf. Ensure operational functionality per Team's priorities and staffing anticipations. - Weekly meetings with Town and Design Team - Management of overall Project Schedule - Constructability Review of Documents at Milestones - Cost Management throughout design - Coordination of needed Permits and Approvals	Presentations - Coordination and lead in any needed presentations to Town Leadership or Stakeholders Cost Estimate Reviews - Comparison of Cost Estimate reviews throughout design - Summary of areas of concern or differences - Suggestions for Value Engineering as needed Constructability Reviews - Redline of Design Team Milestone Documents - Review of Specifications - Assistance with Town front-end specifications Project Administration - Weekly Meeting agendas - Weekly Meeting Minutes - Weekly Action Logs - Schedule Updates - Council Updates
BID & CONSTRUCTION	- Coordination of Bid Documents and final Bid Cost Estimate - Lead Pre-Bid Walk and coordinate Contractor questions and addendum as needed - Assist Town in review of Bids and selection of Contractor	Bid - Compile Bid package for distributions - Coordinate Bid publications, pre-Bid Meetings and responses - Generate and distribute Bid Addenda as needed

	• Town Representative ensuring compliance with Contract Documents • Coordination of any special requirements of Owner's sub-contractors such as site access, materials storage, and integration with the General Contractor's team. • Assist with RFI and Submittal responses as needed	Construction • Weekly OAC Meeting attendance and coordination of issues with CM, CG and Design Team • Monthly reports, and as required to memorialize project process, key decisions made during the construction process, and to ensure Town Staff at all levels are kept abreast of project progress, and of critical issues that may impact time and cost on the project. • Informational updates • Coordinate any others who may be required to present project information at public hearings. Project Administration • RFI, Submittal & ASI tracking logs • Weekly Action Logs • Provide Schedule Updates to Town Staff
POST CONSTRUCTION	• Ensure completion of punch list items to Town's satisfaction • Coordination of Staff training at completion of project • Coordination of needed Commissioning • Ensure required end-of-project documentation to the Owner including all as-built drawings, as designed drawings, O&M manuals, required executed warranties (standard and extended), and all required digital files. • Coordination of LEED • Coordination of post construction questions and issues with the Contractor	Project Close Out • Completed Punch list • Completed training, O&M manuals, warranty checklists • Material Attic Stock checklist • Final project documentation, including as-built drawings, as designed drawings, O&M manuals, required executed warranties (standard and extended), and all required digital files.

REVISED FEE PROPOSAL

APPENDIX C – FEE PROPOSAL

**Prop 68 – AQUATIC AND RECREATION CENTER PROJECT
 PROJECT MANAGEMENT SERVICES FEE PROPOSAL**

GENERAL INFORMATION

Proponents shall include in their Schedule Fees:

- a) Rate per hour
- b) Estimated consultancy hours based on the Scope of Work as generally described and as required for a project of this nature
- c) All anticipated reimbursable expenses

A. STANDARD SERVICES COMPENSATION			
Team Members	# Hours	Hourly Rate	Total
Stephanie Fujimura (PIC)	125	\$210/hr	\$26,500
Gregor Markel (PM)	740	\$250/hr	\$185,000
Erica DiCioccio (PA)	1100	\$160/hr	\$176,000
Designer / Drafter (TBD)	100	\$115/hr	\$11,500
Project Coordinator (TBD)	390	\$85/hr	\$33,500
BKF Civil Engineer / Survey			\$57,500
Cumming Cost Management			\$98,500
Subtotal: Standard Services			\$588,500

B. ESTIMATED REIMBURSABLE EXPENSES			
Description	Qty	Est. Cost	Total
Travel, Prints, Deliveries		\$40,000	\$40,000
Subtotal: Estimated Reimbursable Expenses:			\$40,000

FEES APPORTIONED AND BROKEN DOWN BY PROJECT PHASES		
Phase Description	% of Total Fees	% of Total Disbursement
Design and Pre-Construction (Construction documentation and Bid)	77%	\$453,000
Construction	18%	\$106,000
Post Construction	5%	\$29,500

Fee Proposal Assumptions

Based on what we understand from information provided in the RFP and Addendum issued, DAHLIN has crafted the fee proposal with the assumptions noted below. Not being intimately involved with the project and process to date, there may be items that do not quite align with your expectations. We would welcome further discussion regarding further definition of scope and fee.

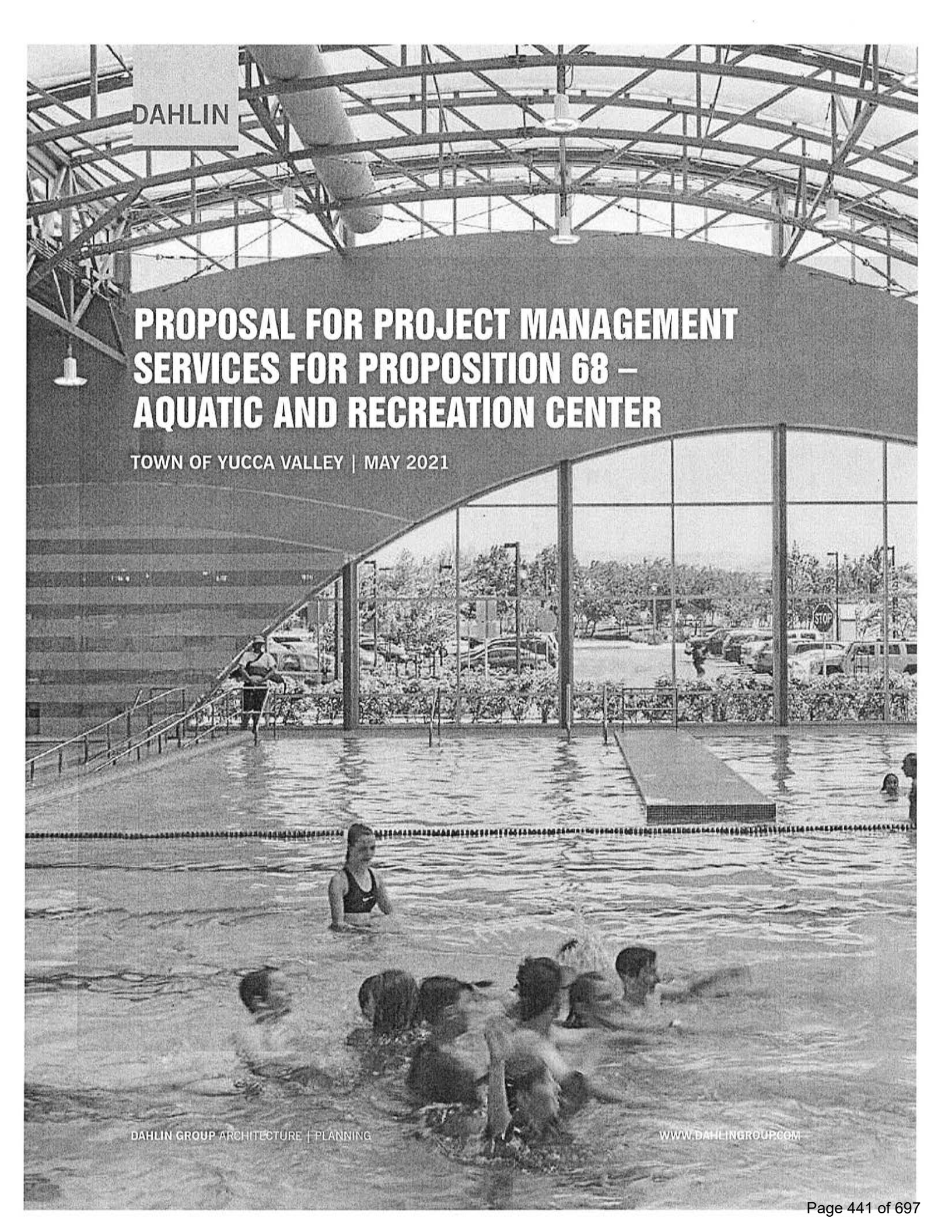
- Project Budget: \$20M Project Budget.
- Project Basis of Design is based on indicated Preferred Option in the Feasibility Study completed by LPA in 2020 and Updated Layout provided as part of the CEQA package documentation.
- DAHLIN will evaluate and provide/revise layouts for both the North Brehm and South Brehm sites as negotiations with the Boys and Girls Club are currently underway and will not be completed until September 1, 2021. As part of this scope, DAHLIN will:
 - Complete a site and utility survey for the two sites under consideration.
 - Provide a Conceptual Cost Estimate for each site to assist the Town in a full evaluation each site and its associated development costs.
- With the success of the virtual meeting platform, we assume meetings with Town Staff and Design Team will be virtual, with the exception of necessary in-person Presentations and Stakeholder/ Community outreach. DAHLIN will plan to be on site 1-2 times per month during the course of design – for a total of no more than 30 in-person meetings.
- DAHLIN anticipates 8 cost estimate reviews of Design Team provided cost estimates through the course of design, per issued Addendum.
- DAHLIN anticipates a 31 month design and construction process, via a traditional design-bid-build method, with project completion spring of 2024.
 - 3 month pre-design process
 - 12 month design, permitting and bid process
 - 16 month construction
- During Construction, DAHLIN assumes that the Town will separately hire a Construction Manager.
- During Construction, DAHLIN will plan to be on site 1 time per month and will attend all other OAC and Construction meetings virtually.
- DAHLIN will provide continued Project Management for a period not to exceed 3 months after TCO is obtained.

Please let us know if you have any questions – we're happy to discuss the proposed scope and fees.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Fujimura', with a stylized, flowing script.

Stephanie Fujimura, AIA, LEED AP
Principal



DAHLIN

PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR PROPOSITION 68 – AQUATIC AND RECREATION CENTER

TOWN OF YUCCA VALLEY | MAY 2021

DAHLIN GROUP ARCHITECTURE | PLANNING

WWW.DAHLINGROUP.COM

EMERALD GLEN RECREATION + AQUATIC COMPLEX
DUBLIN, CA



May 12, 2021

Town of Yucca Valley
Public Works Department
Attn: Armando J.G. Baldizzone, PE, Public Works Director
58928 Business Center Drive
Yucca Valley, CA 92284

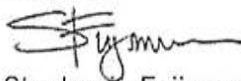
Dear Mr. Baldizzone,

DAH LIN actively looks for opportunities to partner with clients to create healthy communities that celebrate diverse lifestyles and the natural environment, and we believe the Yucca Valley Aquatic & Recreation Center project is such an opportunity. Our experience in the project management and design of aquatic and recreational facilities that are on-budget and on-time for public agencies positions us to become an effective extension of your team and ensure project success. Our work on aquatic and recreational facilities for private clients further sets us apart and enhances our expertise to advise you and steward your interests. The cross-pollination between public and private keeps us on the leading edge of health and wellness trends and how to monetize facility elements to help off-set operational costs while also ensuring you can offer use fees that are attainable for your community.

Myself, Project Manager Gregor Markel, and Project Architect Erica DiCioccio have extensive experience working together on public aquatic and recreational facilities. DAHLIN does not rotate staff, which means the team we've assembled is the team you can count from day one to opening day and beyond. We have also assigned a dedicated Project Coordinator, whose role it is to provide administrative support to your project management team. This includes taking detailed meeting minutes and updating action logs, the budget, the schedule, and all other project management documentation and tools we use to keep your project on track and everyone on the same page. Structuring the team in this way ensures that the principal-in-charge, project manager, and project architect can maximize their time spent working with the Town staff, the design team to be selected, and your community and stakeholders.

DAH LIN has completed projects for over 45 public agencies throughout the state of California. We understand what it takes to ensure project success from start to finish, within the constraints of public project budgets and timelines, as well as the importance of collaboration, responsiveness, and availability. As an architecture firm, our project management approach is rooted in expert technical knowledge and experience in designing operationally efficient, aesthetically pleasing facilities that are enduring. Thank you for considering us for this opportunity. Please contact me if you have any questions. Our team would be delighted to continue the conversation.

Regards,



Stephanie Fujimura | stephanie.fujimura@dahlingroup.com

18818 Teller Avenue, Suite 260
Irvine, CA 92612 USA

+1-949-250-4680
+1-925-251-7201 fax

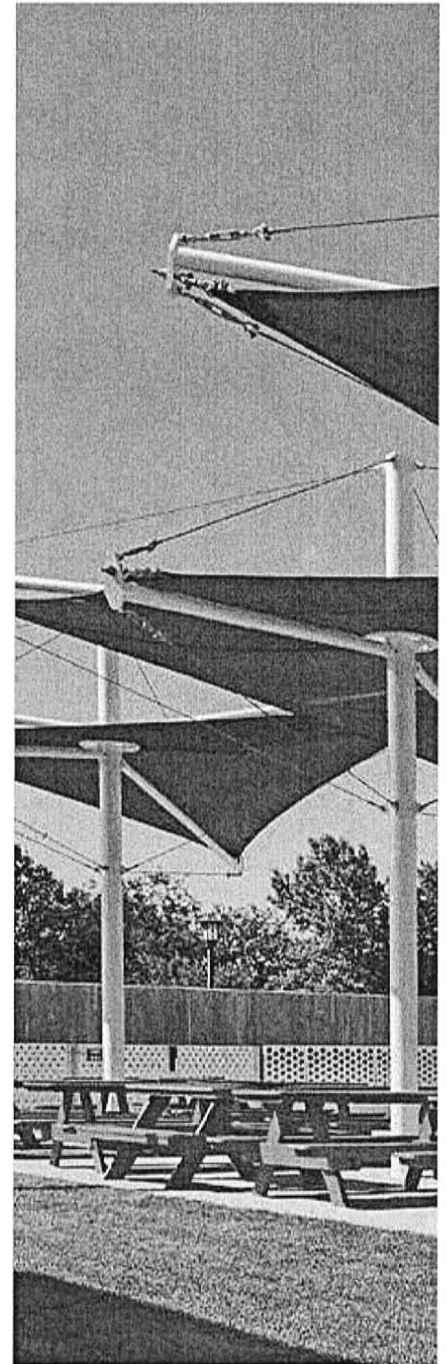
WWW.DAHLINGROUP.COM



Proposal for Project Management Services for **Proposition 68 - Aquatic & Recreation Center**

TOWN OF YUCCA VALLEY | MAY 2021

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PROJECT UNDERSTANDING	03
EXPERIENCE + QUALIFICATIONS	05
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CONFLICT OF INTEREST + APPENDIX A	iii





FIRM BACKGROUND + OVERVIEW

Passion for Place® is evident in all we do. Since 1976, we have been committed to excellence in design – best demonstrated through our long-term client relationships and by our award-winning, financially successful, and sustainable design solutions. From four offices in California, an office in Bellevue, Washington, we provide these services throughout the United States.

DAHLIN has a diverse portfolio that includes a wide variety of municipal projects from recreation and aquatic facilities to administration offices for new construction and renovation. Our services include building analysis, programming, site analysis, feasibility studies, and design. DAHLIN works closely with municipal staff, leaders, owners, operators and managers to ensure that public facilities meet current and future needs, are sustainable, and contextually appropriate.

Throughout the course of the entire project—from programming, design, bid, construction, and past opening day—DAHLIN will combine access to our staff with our expert technical knowledge to become your trusted advisor and preferred consultant for project management services.

Complementing the breadth and depth of DAHLIN's municipal portfolio is our portfolio of commercial projects. These projects share the need to minimize the impact on daily operations and to maximize operational efficiencies to meet the goals of our clients and their projects. The cross-pollination between our public and private work better equips us to develop a detailed understanding of client needs, ensuring positive project outcomes. We understand where the cost benefit is and provide it for our clients, whether it is in the basic program and facility layout or cost-effective construction detailing. Our goal is to make the perceived value significantly more than the actual cost. And we know the difference.

45+

Number of public agencies we have successfully worked with on multiple projects, small and large.

300+

Number of projects in Southern California including civic, institutional, commercial, planning and residential.

40+

Over 40 years of design and planning experience across public and private sectors, with an extensive portfolio of public and community facilities.

FIRM BACKGROUND + OVERVIEW



DAHLIN's experience with project management and design of aquatic and recreational facilities that are on-budget and on-time, for both public agencies and private developers, positions us to become an effective extension of your team and ensure project success.

For the Town of Yucca Valley's Aquatic and Recreation Center project, we have identified the following Key Priorities and Challenges:

KEY PRIORITIES AND CHALLENGES

1. Budget and Program Reconciliation

We anticipate cost management to be one of the key challenges.

2. Establishing Program Priorities for Phasing

Phasing will be based on prioritization of facility elements and budget.

3. Maximizing Return on Your Investment

A facility you cannot afford to operate, is not a successful project.

4. Managing Expectations and Consensus Building

Because the development of a new aquatics and recreation center takes many years to complete, managing the expectations of staff, the design team, community, and other stakeholders is key to building consensus and enthusiasm for the project.

5. Value Management

Value Management is ensuring we are making decisions that will place emphasis on high impact facility elements to deliver the "biggest bang for your buck".



PROJECT UNDERSTANDING

PROJECT UNDERSTANDING

To identify the **Key Priorities and Challenges**, we have reviewed the provided feasibility study, conceptual site plan and building layout within the context of the \$20M budget and our experience with similar projects.

1. Budget and Program Reconciliation

We anticipate cost management to be one of the key challenges.

Given the \$20M project budget inclusive of an estimated \$14M construction budget per the RFP and an estimated \$22.5M construction budget per the feasibility study, there is a funding gap. While we understand the Town is looking for additional funding to bridge the gap, it is not guaranteed.

Therefore, we recommend a phased approach to the design. It will create a more successful project by aligning community expectations with what the Town can deliver based on the funding in hand while laying the foundation for future expansion of facilities and services.

The DAHLIN team brings decades of experience to the table allowing us to plan for and recommend the most beneficial and efficient methods for meeting your budget today while planning for future funding.

2. Establishing Program Priorities for Phasing

Phasing will be based on prioritization of facility elements and budget.

Out of our extensive experience working with public agencies on both facility masterplans and building expansions utilizing a phasing strategy, we will help the Town to identify:

- Elements necessary for a successful first phase.
- Elements most beneficial from both a construction and end user perspective to phase into the facility at a later date.
- Installation opportunities within Phase 1 to set-up future phases for maximum efficiency and cost effectiveness.
- A plan that ensures the facility can continue operations as future phases enter construction.
- How different designs can allow for ease of Phasing, but also limit your flexibility and future options.

DAHLIN will work with the Town and the design team, assessing design options for how well they phase to meet your current needs and near-term priorities with inherent flexibility to adapt to community and market changes and fulfill your long-term vision over time.

3. Maximizing Return on Your Investment

A facility you cannot afford to operate, is not a successful project.

Because usage fees for public facilities must be balanced against the goal of providing community services attainable to a broad income demographic, we address both the revenue and cost variables of the following equation:

$$\text{Revenue} - \text{Overhead costs} = \text{Profit}$$

Revenue generation considerations:

- Ensure multiple programs can function simultaneously, for instance:
 - Design the indoor pool so that a portion can be rented for a

private event while a portion remains available for paid lessons or public lap swim.

- Configure the pool to allow for multiple paid lessons at varying levels to run simultaneously.
 - Design access to restroom / shower facilities to support separate uses.
- Rentable private party spaces, picnic areas, and lockers.
 - Rentable multipurpose spaces designed to accommodate a range of programs, such as classes that can operate outside of the aquatic components hours.

The largest overhead costs in an aquatic and recreation facility are staffing and utilities. Cost minimizing considerations:

- Centralized entry and administration/ reception areas only require a minimal number of staff to monitor patron entry and exit, provide customer service, and coordinate with staff in the administrative offices.
- Because accessible bodies of water require a lifeguard on duty regardless of whether it's being used, designs that allow aquatic elements to be individually locked-off when not in use reduce staff costs.
- Maximize natural ventilation and lighting to minimize facility utility loads.

We will keep these types of considerations in mind as we review the existing conceptual plan and iterations by the selected design team. We will work with Town and Facility staff to understand preferred operational processes and goals in order to represent your interests in our communications with the selected design team and our oversight of their work.

4. Managing Expectations and Consensus Building

As the development of a new aquatics and recreation center takes many years to complete, managing the expectations of staff, the design team, community, and other stakeholders is key to building consensus and enthusiasm for the project.

DAHLIN utilizes weekly meetings, clear agendas and updates pertaining to scope, schedule, process and budget to keep the design team in alignment with the interests of the Town. We have extensive experience building consensus amongst diverse stakeholder groups with drastically opposed priorities and opinions during presentations and public forums, managing their expectations while communicating a consistent image and message within the community.

5. Value Management

Value Management is ensuring we are making decisions that will place emphasis on high impact facility elements to deliver the “biggest bang for your buck”.

By working with the Town to make value driven decisions, we ensure we are pushing forward the primary elements of the project that will provide you with the best project outcomes. Consideration of construction costs and lifetime costs are critical to understand the true cost of competing options.

DAHLIN's extensive experience with aquatics and recreation in both the public and private sectors gives us the advantage of knowing the latest technology and trends, and understanding the benefits and feasibility of their application in public facilities.



EXPERIENCE AND QUALIFICATIONS – AQUATIC CENTER/ RECREATION FACILITY

EXPERIENCE AND QUALIFICATIONS

The delivery of each project on-budget and on-schedule while maintaining design quality is DAHLIN's primary goal for every client. Rooted in our deep planning and architectural expertise, DAHLIN's project managers proactively lead, challenge, motivate and direct teams to generate superb results that save money and time, mitigate risk, and achieve the client's delivery goals.

As industry leaders, DAHLIN regularly teams with leading aquatic design, landscape architecture and cost estimating firms to share their expertise at educational sessions for the California Parks and Recreation Society. A recent session discussed best practices for aquatic facilities on limited budgets.

PROJECT MANAGEMENT APPROACH

Your DAHLIN Project Manager (PM) is dedicated to ensuring excellent project management throughout the project. The PM and Project Team will be the same from day one through design and construction. Understanding the importance of organization and documentation, we will also have a dedicated Project Coordinator assigned for the duration of the project.

Schedule

From the beginning of the project, DAHLIN will work with you to establish a detailed schedule that meets the Town's goals. We will manage the Town and the selected design team according to that schedule, tracking critical paths and milestones.

Cost Management

It is important to understand that cost is not a static number; it is a process directly linked to the design and needs

to be evaluated simultaneously at every step. DAHLIN will work with the selected design team to assess those decisions and advise the Town. DAHLIN will work with the design team to ensure a realistic cost model is established at the beginning of the project, not only for construction, but also for long-term maintenance and operations of the facility.

Reliable cost estimates are an essential component to staying within budget. For this reason, we are teaming with Cumming, a leader in cost management within the civic sector. Their program specific local market studies and experience will help ensure that the design cost estimates provided by the selected design team are aligned with current market conditions, and will consider future trends when looking at cost relative to the master schedule. DAHLIN will continuously monitor the cost plan throughout all design phases, ensuring that issues are identified quickly and solutions submitted in a timely manner to reduce costly redesign time and preserve project scope and timeline.

Quality

We will focus our reviews and analysis of layouts and designs proposed by the selected design team on:

- Ensuring proposed designs are responsive to the Town's priorities.
- Maximization of revenue generation opportunities.
- Planning for future flexibility.
- Safety, security and access that are established to work with the Town's proposed staffing plan.
- Proper access and sizing of spaces.

EXPERIENCE AND QUALIFICATIONS

Applying our extensive design experience, we will push the selected design team to think outside the box to provide the Town with creative solutions that accommodate both need and budget.

Design Documentation is the ideal time to mitigate design conflicts prior to bid. Throughout the process, DAHLIN will assess the Construction Documents for clarity, integration of plans and specifications, constructability of details and absence of ambiguities, specifically addressing issues such as:

- Site access, restrictions, staging areas, availability of utilities for construction, and safety plans for pedestrian and vehicular traffic for ongoing operations.
- Coordination within and between disciplines relative to the plans and specifications.

Communication

DAHLIN will act as Project Command Central, from arranging meetings, to setting and documenting priorities and resolving issues, including working closely with all consultants to ensure each is performing according to the expectations of the Town and meeting the terms of the contract.

DAHLIN will be the primary spokesperson to the Town boards and councils at public hearings. We will lead, coordinate and document all project presentations with Town Staff, Council and Stakeholder Groups.

DAHLIN will also work with the Town's Public Information Staff to create a platform to ensure the Community is updated on the progress, keeping the public both engaged and excited.

Weekly meetings with the Design Team and the Town ensure that concerns are brought to light early in the process and addressed quickly. We will lead all meetings, preparing the agendas, and documenting and providing meeting minutes to prevent misunderstandings.

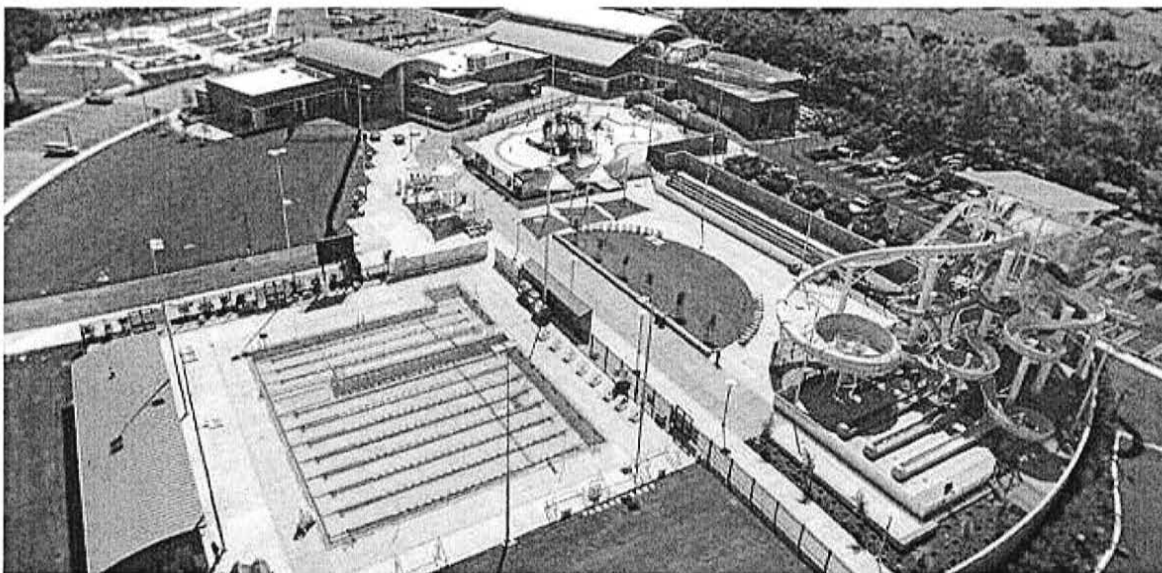
We will use the following management tools to facilitate and streamline the process:

- Departmental Sign-offs at each Design Phase
- Programming and Priorities Logs for each internal agency team
- Action Logs with running list of concerns and all decisions made – saving the team from re-visiting previously resolved issues.

We will convey Design Team questions and concerns to the appropriate Town Staff, providing the team with a solution in a timely manner. Conversely, we will convey Town requests, processes, or notifications that could impact the timeline or scope to the Design Team.

BUILDING CODE AND REGULATORY COMPLIANCE

We are experienced in performing code analysis to ensure that designs meet applicable Federal, State, and Local codes and will ensure the design team performs adequate code analysis as part of their basis of design. DAHLIN's experience with a wide variety of project types, code conditions, and challenges ensure that we have a thorough understanding of the project requirements, and how to apply them to your project.



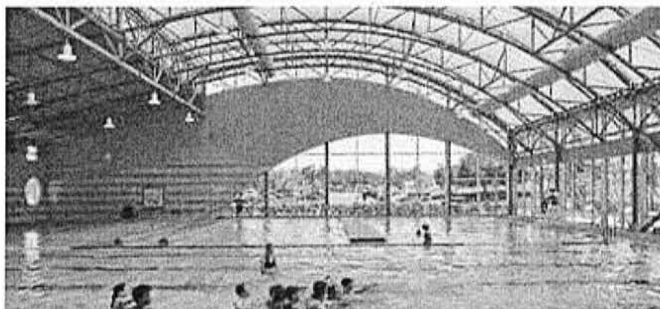
EMERALD GLEN RECREATION & AQUATIC COMPLEX

DUBLIN, CALIFORNIA/USA
CITY OF DUBLIN

Site: 11 acres

Building: 28,292 sqft

Designed as a boardwalk-styled swimming facility and entertainment complex, the Emerald Glen Recreation and aquatic complex completes the 48-acre Emerald Glen Park. Anchored by an indoor pool for year-round exercise and recreation, the complex features a deep water competition pool and waterpark. DAHLIN acted as the project lead architect from programming and concept design through construction. DAHLIN worked hand-in-hand with the City to ensure the project met its goals and was completed on time and within the established budgets.



2018 AMERICAN PUBLIC WORKS ASSOCIATION PUBLIC WORKS PROJECT AWARD

2018 GOLD NUGGET MERIT AWARD, BEST RECREATIONAL USE FACILITY

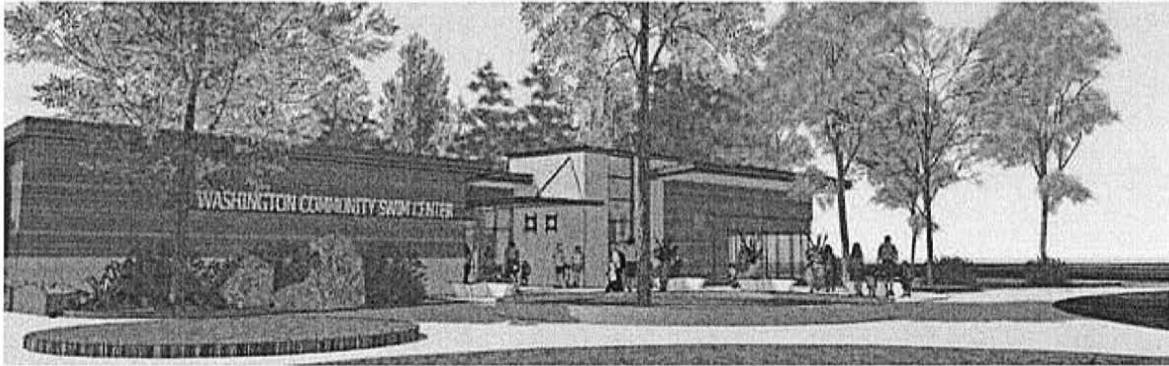
2017 CALIFORNIA PARK & RECREATION SOCIETY AWARD OF EXCELLENCE, FACILITY DESIGN

2017 CALIFORNIA PARK & RECREATION SOCIETY DISTRICT 3 AWARD

2017 AQUATICS INTERNATIONAL BEST OF AQUATICS, THEMING



LEED GOLD CERTIFIED



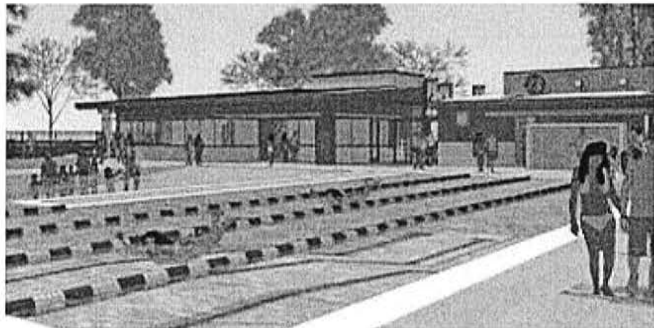
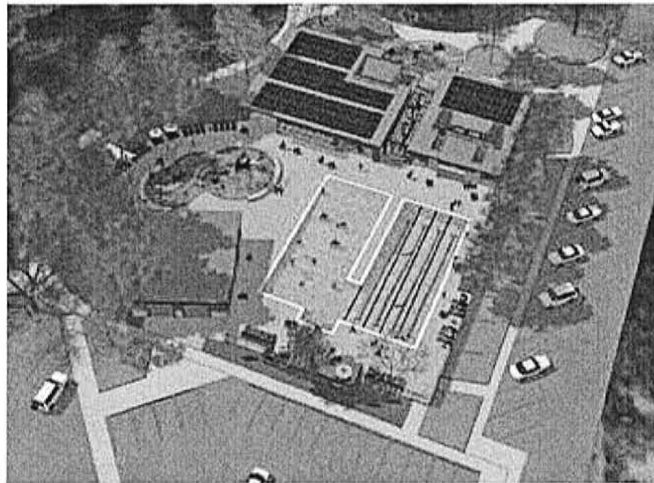
WASHINGTON COMMUNITY SWIM CENTER

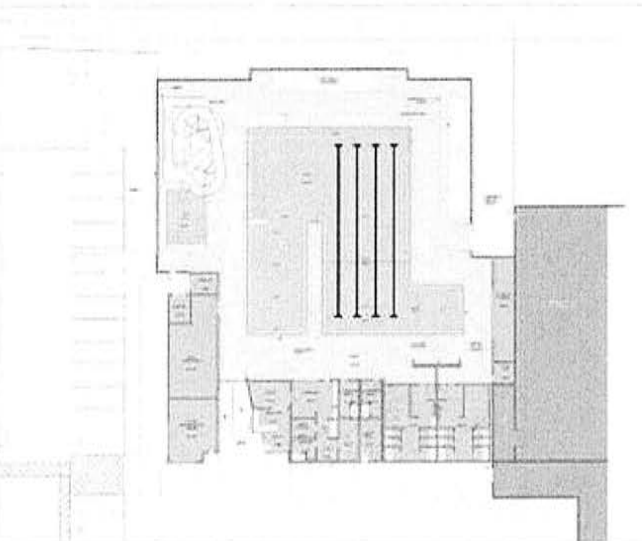
SUNNYVALE, CALIFORNIA, USA
CITY OF SUNNYVALE

Site: 1 acre

Complete replacement and enhancement of the pool complex including the pool, deck, and buildings. The focus will be on recreational swimming, water play, swim lessons and therapeutic uses. The project objective is to enhance the recreational opportunities within the existing park, enhancing the dynamic park environment. Features include new family observation area, family changing rooms, a multipurpose room for training and year-round events, a lifeguard control room, staffing and registration areas, zero depth entry, water play equipment, slides, and wading areas.

DAHLIN acted as the project lead architect from programming and community outreach. The project is currently in the final stages of construction. DAHLIN assisted the City in managing the project process, and helped to navigate the project through a very challenging period that saw near historic escalations in construction cost.





ROBINSON POOL BUILDING RENOVATION

PASADENA, CALIFORNIA / USA
CITY OF PASADENA

Site: 11 acres

Building: 3,744 sqft
building, 8,170 sqft deck

The City of Pasadena has recently updated the Robinson Community Center and is now working with DAHLIN to replace the adjacent Community Pool and Pool Building. The existing facility is outdated and no longer meets the City's needs. We will be working with the City through Programming, Conceptual and Schematic Design to define the desired scope and programs for the future facility. Once defined, we will continue with Design Development, Construction Documents and Construction Administration for the City.

DAHLIN has provided (3) design options to the City of Pasadena to respond to the client outreach and budget. We worked with the stakeholders to further develop the desired design option. We are currently wrapping up design development.



MASTER PLAN

MARK GALLO FITNESS CENTER

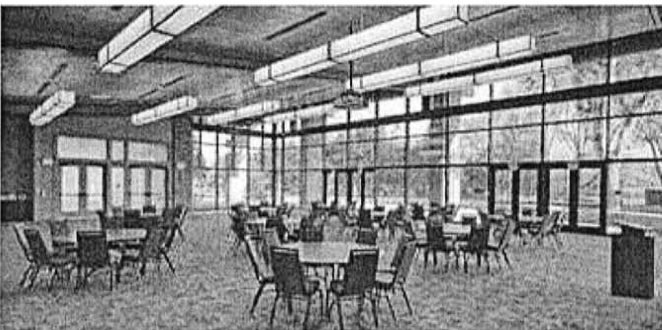
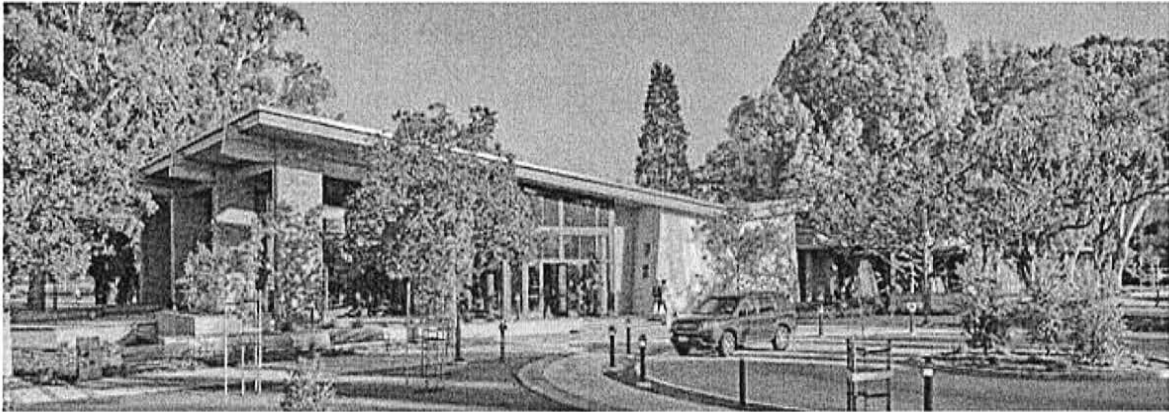
MODESTO, CALIFORNIA/USA
CENTRAL CATHOLIC HIGH SCHOOL

Site: 4 acres

Building: 28,500 sqft

The Mark Gallo Fitness Center represents the first phase in an architectural focal point of DAHLIN's master plan for CCHS. The building seamlessly integrates a gym, locker rooms, a fitness center, commercial kitchen, and classrooms with specially designed spaces that programmatically flow together. A commercial grade kitchen meets multiple programmatic needs, including providing daily food service for the students, concessions for sport events, and use in the hospitality industry curriculum. The spacious entry lobby connects to the gym via a wooden archway and glass pocket doors that fold completely into the walls. This ability for the school to combine the two spaces into a larger, connecting space maximizes usage for many purposes, functioning as the main gathering place for the local community in addition to the school.

DAHLIN worked closely with the school and its key stakeholders to identify overall needs and desires as well as the prioritization of goals for the most effective and efficient stewardship of the budget.



MOUNTAIN VIEW COMMUNITY CENTER

MOUNTAIN VIEW, CALIFORNIA, USA
CITY OF MOUNTAIN VIEW

Site: 4 acres

Building: (E): 14,000 sqft at grade, 6,000 sqft basement; (N): 21,000 sqft at grade, 6,000 sqft basement

Constructed in 1963, the facility no longer met the City's needs. At 7,000 sq ft larger, the renovated community center is more energy and water efficient and provides better access to the facilities and use of the site. The event room's North-facing curtain window walls take full advantage of the neighboring park. Skylights added over the main entry and a raised pyramid ceiling skylight in the Administration area distribute natural light throughout. A new signalized intersection controlled entry/exit access and the addition of a dedicated event drop-off circle improves overall site circulation.



LEED GOLD CERTIFIED

2019 CPRS AWARD OF EXCELLENCE,
FACILITY DESIGN



PLEASANT HILL COMMUNITY CENTER

PLEASANT HILL, CALIFORNIA/USA
PLEASANT HILL RECREATION & PARK DIST

Site: 2.3 acres

Building: 21,990 sqft center

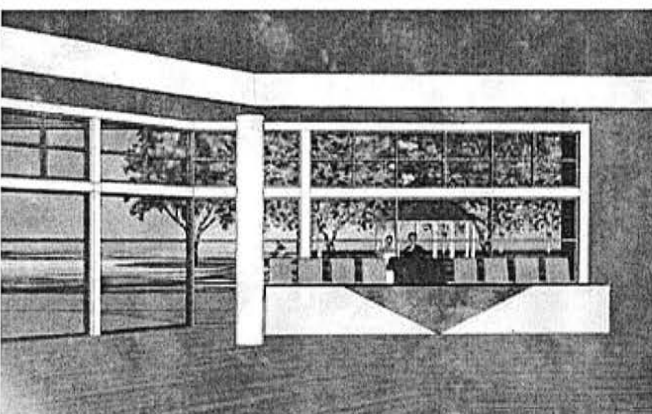
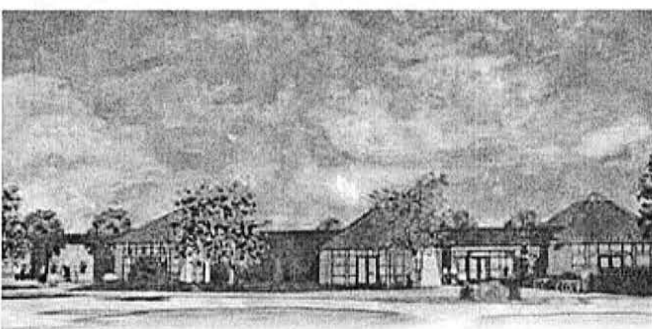
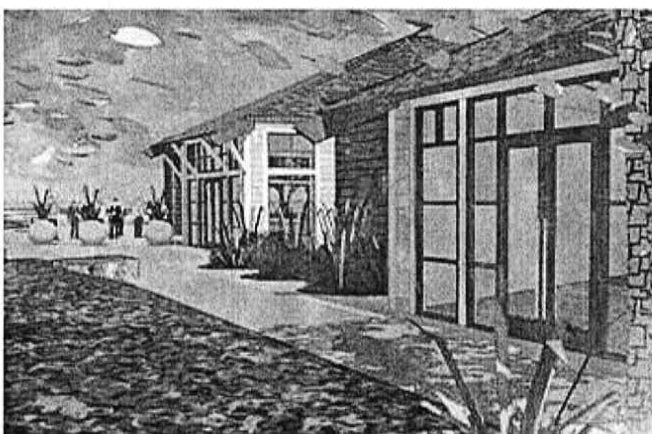
Designed as the beacon of the park, visibility and transparency were key design themes of Pleasant Hill's new community center. Architectural cues taken from the locale's agrarian heritage, blend traditional gables with crisp detailing and contemporary use of materials. The new facility replaces a 50-year-old structure with flexible spaces including multipurpose rooms, a banquet hall and preschool.



2014 CPRS AWARD,
EXCELLENCE IN DESIGN - FACILITY DESIGN

2014 CPRS D3 AWARD,
OUTSTANDING FACILITY

2012 GOLD NUGGET MERIT AWARD,
PUBLICLY FUNDED SPECIAL USE FACILITY



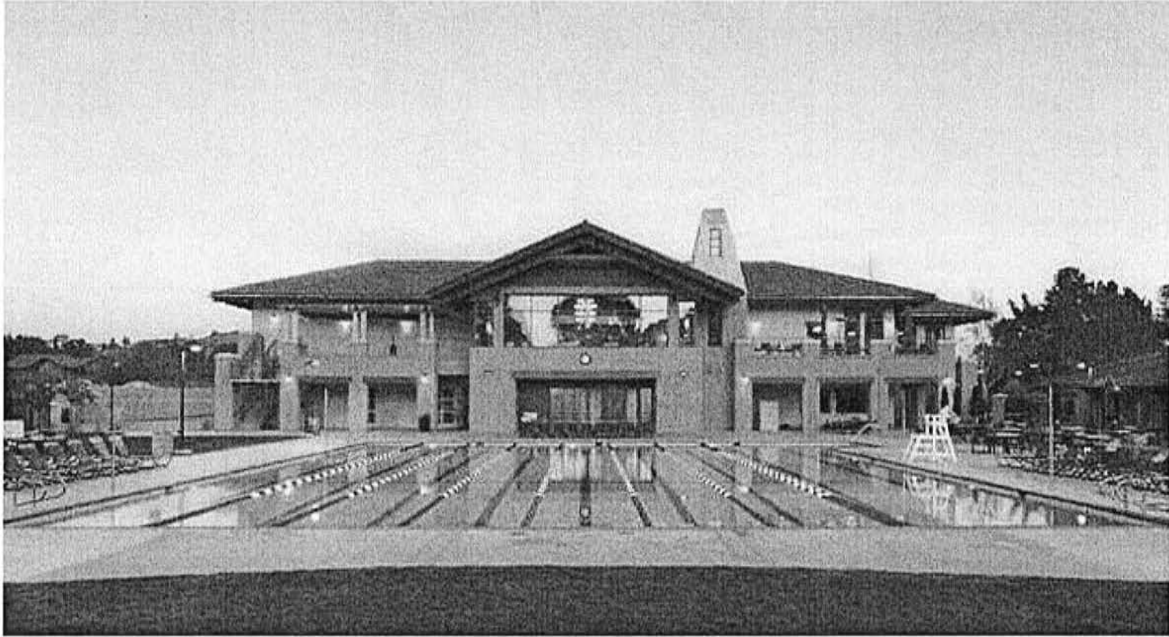
SAN LORENZO COMMUNITY CENTER

SAN LORENZO, CALIFORNIA, USA
HAYWARD AREA RECREATION & PARK
DISTRICT

Site: 31-acre park

Building: 8,236 sqft

This unique 1960's building has a particular charm that is rarely seen in more contemporary structures. However, the existing Center is no longer able to properly support the Community and is limiting the District's ability to expand it's services. Working with H.A.R.D. staff and the Community, DAHLIN completed 3 Schematic Designs of different scales, suiting different budgets along with a Feasibility to Study to help the District determine the most appropriate sized facility for their needs. The renovation will provide the District with additional programming opportunities and incorporate modernization that allows for future growth. Once a preferred scope is selected, DAHLIN will complete Planning and Entitlements, Design Development, Construction Documents, assist in the Public Bid Process and provide Construction Administration Services.



MORAGA COUNTRY CLUB

MORAGA, CALIFORNIA/USA
MORAGA COUNTRY CLUB HOA

Building: 20,271 sqft

Moraga Country Club's existing 30-year-old building was demolished to accommodate a new recreation facility for the community on the same site. Providing a lounge, dining room and locker rooms for the very active swim, tennis and golf programs, the new facility also takes advantage of beautiful views with vast expanses of glass that open up the interiors to the site's grand vistas.

Decks are provided on each side of the banquet hall to maintain an uninterrupted view of the golf course and hillsides, while still allowing for separate outdoor functions.





RENAISSANCE CLUBSPORT ALISO VIEJO

ALISO VIEJO, CALIFORNIA/USA
LEISURE SPORTS, INC.

Building: 184,135 sqft hotel,
67,300 sqft sports club

As a fitness club and hotel hybrid with multiple components and amenities, this facility serves business/leisure travelers, members, social/professional gatherings and those seeking a dining/entertaining venue. To successfully address the varying needs of the different user groups, a zoned design approach was used to optimize available space and user comprehension, while emphasizing functionality. The central lobby at the core of the club/hotel enhances arrival and signals circulation to each component's unique functions and spaces. The bar, deli and dining area serve members and guests, while further dramatizing the entry experience and promoting conviviality that unifies and benefits the entire facility.

"The innovation, creativity and design are the WOW factor. What was accomplished in the lobby, restaurant, outdoor patio and public areas equate to a knockout end product driven by a creative design approach with functionality."

Pat O'Brien, Leisure Sports, Chief Financial Officer

RELATED PROJECT EXPERIENCE BY FEATURE

Pool Natorium Water Play / Splash Pad LEED Community Outreach Municipal / Institutional Fitness	FEATURES	PROJECT NAME	PROJECT LOCATION
■ ■ ■ ■ ■ ■		EMERALD GLEN AQUATIC CENTER	DUBLIN, CA
■ ■ ■ ■ ■ ■		ROBINSON POOL BUILDING RENOVATION	PASADENA, CA
■ ■ ■ ■ ■ ■		WASHINGTON COMMUNITY SWIM CENTER	SUNNYVALE, CA
■ ■ ■ ■ ■ ■		CULVER CITY PLUNGE	CULVER CITY, CA
■ ■ ■ ■ ■ ■		MARION V. ASHLEY COMMUNITY CENTER	MENIFEE, CA
■ ■ ■ ■ ■ ■		MOUNTAIN VIEW COMMUNITY CENTER	MOUNTAIN VIEW, CA
■ ■ ■ ■ ■ ■	■	RENAISSANCE CLUBSPORT	ALISO VIEJO, CA
■ ■ ■ ■ ■ ■	■	RENAISSANCE CLUBSPORT	WALNUT CREEK, CA
■ ■ ■ ■ ■ ■	■	CLUBSPORT	FREMONT, CA
■ ■ ■ ■ ■ ■	■	CLUBSPORT	PLEASANTON, CA
■ ■ ■ ■ ■ ■	■	CLUBSPORT	SAN RAMON, CA
■ ■ ■ ■ ■ ■	■	OAKWOOD ATHLETIC CLUB	LAFAYETTE, CA
■ ■ ■ ■ ■ ■		RANCHO CARILLO SWIM CENTER	CARLSBAD, CA
■ ■ ■ ■ ■ ■	■	SUN CITY GRAND	SURPRISE, AZ
■ ■ ■ ■ ■ ■		THE SPLASH	CARLSBAD, CA
■ ■ ■ ■ ■ ■		THE VALLEY CLUB	CARLSBAD, CA
■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■	TRACY AQUATIC CENTER	TRACY, CA
■ ■ ■ ■ ■ ■		WINDING OAKS RECREATION CENTER	CHULA VISTA, CA
■ ■ ■ ■ ■ ■		WINDING TRAILS RECREATION CENTER	CHULA VISTA, CA
■ ■ ■ ■ ■ ■	■	CLUBSPORT TUALITIN	TUALITIN, OR
■ ■ ■ ■ ■ ■		MORAGA CLUBHOUSE	MORAGA, CA
■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■	SHANNON COMMUNITY CENTER	DUBLIN, CA
■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■	MARK GALLO HEALTH & FITNESS CENTER	MODESTO, CA
■ ■ ■ ■ ■ ■		TIMBER CREEK CLUBHOUSE	KIRKLAND, WA
■ ■ ■ ■ ■ ■		RANCHO CARRILLO SWIM CENTER	CARLSBAD, CA
■ ■ ■ ■ ■ ■		ROBERTSON RANCH RECREATION CENTER	CARLSBAD, CA
■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■	OAK PARK COMMUNITY CENTER	SACRAMENTO, CA
■ ■ ■ ■ ■ ■	■	CIELO CLUBHOUSE	RABCHO SANTA FE, CA
■ ■ ■ ■ ■ ■	■	PRESIDIO RESIDENTS CLUB	SURPRISE, AZ
■ ■ ■ ■ ■ ■	■	ANTHEM RECREATION CENTER	LAS VEGAS, NV

STEPHANIE FUJIMURA LEED AP

Principal - Senior Architect

As a leader of DAHLIN's municipal team, Stephanie has an extensive portfolio of municipal work. She is responsible for client and consultant coordination. Her hands on knowledge in all project phases from planning to schematic design, construction documents to construction, and interior design contributes to her proven track record of helping municipalities achieve their project goals. In addition to her public work, Stephanie Fujimura has experience in the private sector, including commercial, retail and office projects, both domestically and internationally. By developing efficient, cost-effective and sustainable solutions through using the latest technological platforms, she ensures the best building tailored to fit the clients' needs. Her experience harnessing BIM and REVIT ensures architectural design is translated into the final product and better outcomes through collaboration with consultants from project inception to opening day.



EDUCATION

MASTERS, ARCHITECTURE
UNIVERSITY OF OREGON, EUGENE

REGISTRATIONS

LICENSED ARCHITECT IN CA
LEED ACCREDITED PROFESSIONAL

INSTITUTIONAL + MUNICIPAL

Emerald Glen Recreation & Aquatic Complex

Dublin, California, USA
City of Dublin

Pleasant Hill Community Center

Pleasant Hill, California, USA
Pleasant Hill Rec & Park District

San Lorenzo Community Center

San Lorenzo, California, USA
Hayward Area Rec & Park District

Washington Community Swim

Sunnyvale, California, USA
City of Sunnyvale

HOSPITALITY + FITNESS

Renaissance Clubsport Aliso Viejo

Aliso Viejo, California, USA
Leisure Sports, Inc

Mark Gallo Health & Fitness Ctr.

Modesto, California, USA
Central Catholic High School

Moraga Country Club

Moraga, California, USA
Moraga Country Club HOA

Clubsport Pleasanton (Remodel)

Pleasanton, California, USA
Leisure Sports, Inc

RETAIL + COMMERCIAL + OFFICE

The Promenade At Dublin Ranch

Dublin, California, USA
Charter Properties

Milpitas Childcare Center

Milpitas, California, USA
City of Milpitas

Plaza at Dale

Modesto, California, USA
City of Modesto



GREGOR MARKEL AIA, LEED AP

Senior Principal

With over 30 years of professional experience, Gregor has perfected his craft working with clients and contractors to help shape places we live, work, shop, recreate, care, protect and worship. His diverse background of architectural experience allows him to lead project teams undertaking a wide variety of types and styles of architectural projects. Gregor has been a leader in the implementation of technology throughout his career, leading multiple firms in the development and implementation of CAD technologies for architectural production, to assisting in the implementation of BIM to better integrate project disciplines within the architectural envelope from concept design all the way through construction.



EDUCATION

BA + BS, ARCHITECTURE,
WASHINGTON STATE UNIVERSITY

REGISTRATIONS

LICENSED ARCHITECT IN CA, CO,
NV, TX, WA LEED ACCREDITED
PROFESSIONAL

AFFILIATIONS

AMERICAN INSTITUTE OF
ARCHITECTS (AIA)

INSTITUTIONAL + MUNICIPAL

Emerald Glen Recreation & Aquatic Center

Dublin, California, USA
City of Dublin

Pleasant Hill Community Center

Pleasant Hill, California, USA
Pleasant Hill Rec & Park District

Shannon Community Center

Dublin, California, USA
City of Dublin

Skywest Clubhouse

Hayward, California, USA
Hayward Area Recreation Dept.

RECREATIONAL FACILITIES

Moraga Country Club

Moraga, California, USA
Moraga Country Club HOA

Rossmoor Event Center

Walnut Creek, California, USA
Golden Rain Foundation

Lone Tree Golf and Events Center

Antioch, California, USA
City of Antioch

Oakwood Athletic Club

Lafayette, California, Usa
Dennis Garrison

HOSPITALITY + FITNESS

Renaissance Clubsport Aliso Viejo

Aliso Viejo, California, USA
Leisure Sports, Inc

Mark Gallo Health & Fitness Ctr.

Modesto, California, USA
Central Catholic High School

ClubSport Pleasanton

Pleasanton, California, USA
Leisure Sports Inc.

Specialty's Cafe and Bakery

Various Locations
Specialty's Cafe and Bakery



ERICA DICIOCCIO LEED AP BD+C

Associate - Architect

Erica brings more than 13 years of experience designing public, educational and institutional, and commercial facilities, including collaborative learning spaces, classrooms, offices, conference centers, auditoriums, retail, fitness, wellness and performing arts. Her project responsibilities include client and consultant coordination and oversight of budget, project deliverables and construction administration. With an emphasis on efficient and sustainable design solutions that are on budget, she has successfully led projects from inception to completion. She is knowledgeable in both local jurisdiction requirements for entitlement and obtaining State Agency Approvals, including the District State Architect (DSA) and the Office of the State Fire Marshall (OSFM). Utilizing BIM and REVIT, Erica effectively collaborates with the consultant team to ensure the integrity of the architectural design intent.



EDUCATION

BA, ARCHITECTURE
UNIVERSITY OF CALIFORNIA,
BERKELEY

REGISTRATION

LICENSED ARCHITECT IN CA

INSTITUTIONAL + MUNICIPAL

Robinson Park Pool & Building Reovations
Pasadena, California, USA
City of Pasadena

City of Lakewood On-Call Services
Lakewood, California, USA
City of Lakewood

City of Pasadena On-Call Services
Pasadena, California, USA
City of Pasadena

COMMERCIAL

Grafton Retail Center
Dublin, California, USA
Vinland Grafton Investment LLC

EDUCATION

PRIOR TO JOINING DAHLIN

College of Extended Learning
San Bernardino, California, USA
California State University, San Bernardino

College of Extended Learning Commons and Wellness Center
Northridge, California, USA
CSU Northridge

EDUCATION

PRIOR TO JOINING DAHLIN

Multidisciplinary Building, Humanities Building and Teaching Resource Center
San Marcos, California, USA
Palomar Community College

Multidisciplinary Building
San Marcos, California, USA
Palomar Community College

Humanities Building
San Marcos, California, USA
Palomar Community College



ALAN CAMPBELL MRICS, NEBOSH

Managing Director - Cost Services



Alan has worked in the construction industry since 1994. He is an experienced professional who has focused his career on providing cost management consulting services. His accomplishments in the construction industry in the U.S. and UK contribute a unique proficiency and perspective to each of his project assignments. Alan has collaborated on a broad range of project types throughout his career, including civic, healthcare, transportation, education, public works, and industrial remediation. As Managing Director, Alan utilizes his vast knowledge of all aspects of the cost estimating process. He performs services which support pre-construction, construction, and post-construction phases, including but not limited to, cost planning, milestone estimating, quantity take-offs, site walks, bid reconciliation, preparation of valuations, pricing validation, and change order claim review. Alan also possesses a strong background in arbitration and dispute resolution.

EDUCATION

BACHELOR OF SCIENCE,
QUANTITY SURVEYING, ABERTAY
UNIVERSITY, DUNDEE, SCOTLAND,
UK REGISTRATIONS

CERTIFICATIONS

CERTIFIED MEMBER, ROYAL
INSTITUTION OF CHARTERED
SURVEYORS, NO. 0856490, 2001
NEBOSH GENERAL CERTIFICATE,
NATIONAL EXAMINATION BOARD IN
OCCUPATIONAL SAFETY AND HEALTH

INSTITUTIONAL + MUNICIPAL

**Edgewood High School, Aquatics
Complex Redevelopment with
New Pool-Buildings-Bleachers-
Shade Structure**
West Covina, CA

**Estancia High School, New
Aquatic Center**
Costa Mesa, CA

**Great Oaks Residential
Community, New Clubhouse-
Fitness Center-Swimming Pool**
San Jose, CA

**Miralon Residential Dev., New
Clubhouse Complex w-Swimming
Pool-Fitness Center-Conference
Rooms**
Palm Springs, CA

INSTITUTIONAL + MUNICIPAL

**Orange Coast College, New
Kinesiology & Athletics Complex
with Two Pools/Adaptive P.E.
Classrooms/Support Space**
Costa Mesa, CA

**Oxnard Union High School
District, New High School
Campus Athletic Facilities incl.
Aquatics Center**
Oxnard, CA

**Temple City High Sch.,
Pool & Locker Room Bldg.
Modernization, Temple City, CA**

**Cabrillo High School, Track &
Sports Field Replacement**
Long Beach, CA

INSTITUTIONAL + MUNICIPAL

**Cerro Coso Community College,
P.E. Complex Renovations**
Ridgecrest, CA

**Chapman University, Parking
Conversion to Fitness Suite
Options**
Orange, CA

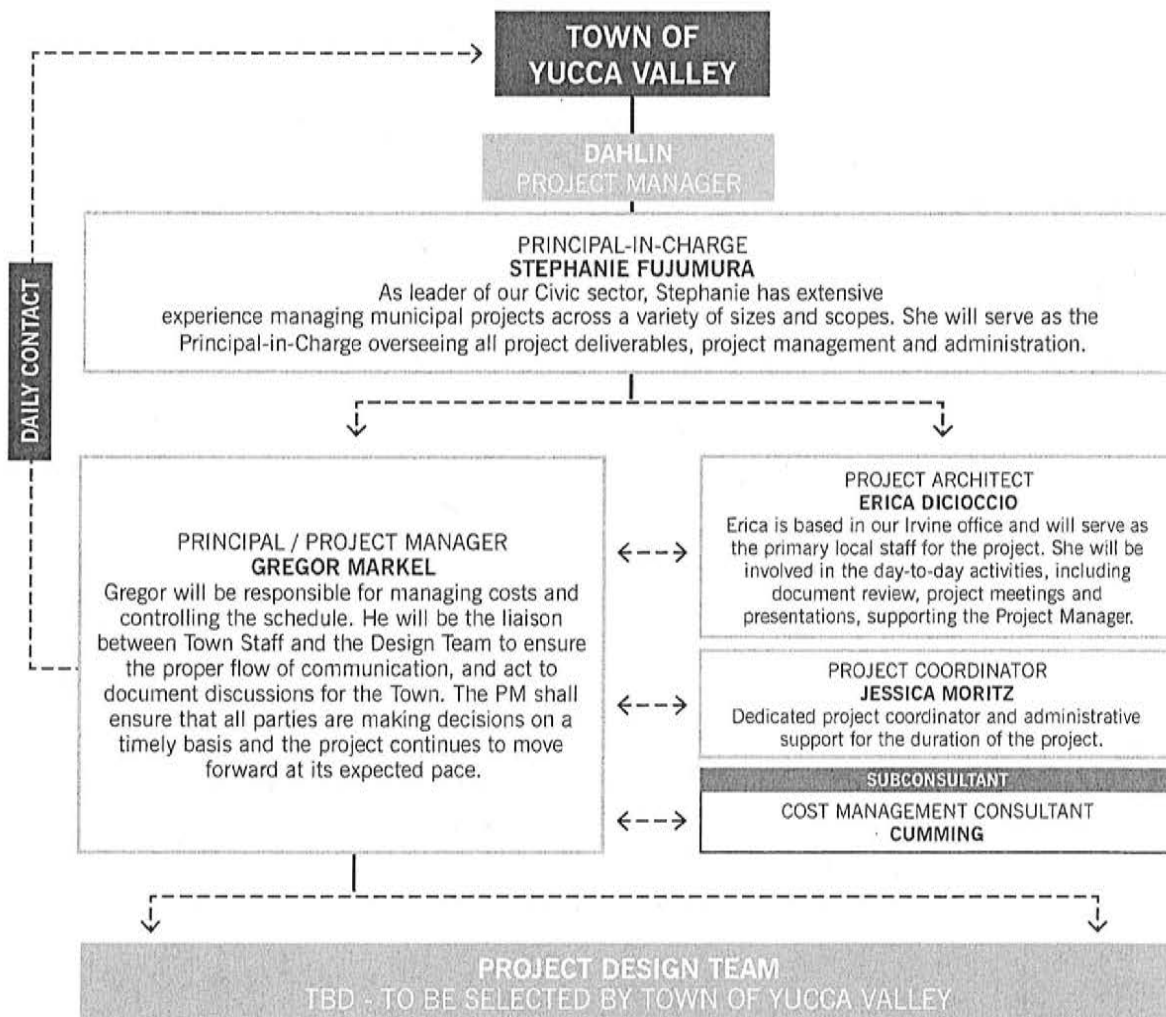
**City of Fontana, New 20-Acre
South Fontana Sports Park**
Fontana, CA

**City of Fontana, New Central City
Park & Sports Facility**
Fontana, CA

ORGANIZATION CHART

Our team of design professionals is key to each project's success. This team that starts your project also finishes it. We do not rotate staff because we believe that the consistency of knowledge and experience is crucial to an iterative process and successful project, and results in an excellent working relationship with your staff.

The **Principal-in-Charge (PIC)** oversees all project deliverables, and the **Project Manager (PM)** serves as the Town's main point of contact, as well as the project team liaison between Town staff, the **Design Team** and the construction team. The **Project Architect** will support the project Principals and provide an additional layer of technical expertise and oversight. In addition, the DAHLIN team includes a dedicated **Project Coordinator** who will provide documentation support for all meeting agendas, notes, checklists, updates to action log and other administrative support as needed for the duration of the project. This results in efficient and organized project tracking that benefits the entire team from project start to finish.



An aerial photograph of a city area with several numbered circular overlays. The numbers are: 1 (bottom left), 2 (top left), 4 (center left), 5 (center right), 8 (top center), and 9 (center). The text 'SCOPE OF SERVICES' is overlaid in large white letters at the bottom.

SCOPE OF SERVICES

SCOPE OF SERVICES

DETAILED SCOPE OF SERVICES

PRE-CONSTRUCTION PHASE

Methodology During Pre-Construction

Setting expectations upfront and early is a key to a project's success. During the pre-design and design phases, DAHLIN's team will confer with project staff to establish these expectations and specific project goals relative to project scope, project budget, project schedule, design concepts, and quality as a basis for formulating a detailed development plan for the project. We will also discuss phasing of the overall Project to meet the state Budget and other Town anticipated funding sources.

Project Design Team and Consultants

DAHLIN's team can assist with the development of Requests for Proposals for Design and Documentation consulting services. We can assist in carefully and completely reviewing all proposals received and coordinate interviews with the most suitable firms. The DAHLIN team can organize and facilitate all interviews with shortlisted firms. As a result of the interview process, we facilitate the final selection of the most appropriate firm for the project. DAHLIN can also assist in contract negotiations with the selected firms.

As a Design Firm ourselves, DAHLIN is in a unique position to assist in clearly evaluating proposals and shortlisted teams to ensure the Town is comparing apples to apples. We are also very familiar with the different firms, their history, and their capabilities.

Staff/Facilities Coordination

DAHLIN's team will work closely with project staff and facilities group. They will carefully plan out the sequencing, safety, and logistics prior to the start of construction. The agreed upon strategy will be incorporated in the construction bid documents to ensure that the proposing contractors are aware of logistical and coordination constraints prior to submitting their bids.

DESIGN PHASE

Design Development

As experienced Aquatic Facility designers, we can not only assist in managing the process, but we can provide insight and critique of the designs themselves. We understand how important it is for public aquatic centers to maximize revenue by providing the opportunities for diverse programming. DAHLIN will review designs with this as the primary goal. We will look for opportunities to allow for greater flexibility and question design decisions that seem to limit future options for the Town. We will also ensure that best practices are strictly adhered to by the Design Team.

DAHLIN will ensure that there is clear communication between the Project Team, Town staff, Town Leadership, and the larger Community. Conducting periodic update meetings with stakeholders, providing updates to the Community and ensuring that Staff priorities are being carried through the design process are a few of the many ways we keep the Design process moving forward successfully.

Review of Budgets

As the design process proceeds, DAHLIN and Cumming will be constantly engaged, ensuring that the Owner's needs are completely represented in the design (materials, building system, equipment, installation, method of delivery, etc.). The team also evaluates project budget requirements during the design sub-phases to ensure that the design is producing a project that can be built within budget, taking advantage of the most cost-effective construction elements available to perform the required functions.

Construction Documents

DAHLIN understands the necessity of drawings to be accurate as possible and constructible in order to protect the interests of both parties. Change orders due to design conflicts and discrepancies in construction documents are costly and ultimately disrupt the construction progress. Good interdisciplinary and Constructability reviews prior to award of construction will realize a reduction in change orders, timesavings, and the ability to deliver the project within budget.

The goals in performing Interdisciplinary and Constructability Reviews are:

- A reduction in the amount of change orders
- A reduction in delays caused by change orders
- A reduction in Requests for Information (RFIs)
- A savings in construction administration time and effort
- A smoother, non-adversarial relationship between the parties involved
- A better construction project at final delivery

Throughout the process, DAHLIN will periodically review construction documents, plans and specifications to achieve project goals.

Project Schedule

Cumming's team believes in developing both a summary and a detailed schedule approach for time management control. Summary schedules, by design, inform and update senior management, while detailed construction schedules provide the day-to-day operational tools for time management.

Specifications

Specifications are an integral part of laying the ground rules for the Teams in construction. DAHLIN will review the Town's front-end specifications and provide revision recommendations as needed to protect the Town's interests. We will also review the Specifications provided by the Design Team to ensure proper coordination with the Drawings.

CONSTRUCTION PHASE

Pre-Bid and Pre-Construction Meetings

DAHLIN's team will prepare pre-bid and pre-construction agendas and facilitate pre-bid conferences for each project. Contract Documents will be clarified, and bidder inquiries will be addressed at each meeting. Your DAHLIN PM's job is to clearly communicate the work with bidders. All questions resulting from the pre-bid meeting will be recorded and responses will be distributed to bidders.

BID PHASE

After the identification of bidders and release of the solicitation package, DAHLIN will lead project site visits and document any questions or new data provided. If warranted, they amend the solicitation to

include that new information. The team maintains strict control of the information process during the pre-bid phase to avoid any confusion.

DAHLIN will work with staff to evaluate cost proposals and recommending the most responsive and responsible bidder.

Construction Methodology During Construction Phase

DAHLIN will lead an initial preconstruction meeting where the lines of communication will be delineated, and individual responsibilities will be defined. The team will work closely with project staff to ascertain the constraints that the project will face, to ensure all schedule and safety issues are addressed in the bid package and reviewed at the initial meeting. Typical concerns that must be addressed during construction include construction phasing, maintaining paths of travel around construction zones, scheduling of certain contractor activities that may impact the site, noise and dust control, vehicular access and parking, contractor staging areas, and coordination of utility shutdowns, if needed.

Owner's Representative

Throughout the Construction process, your DAHLIN PM will serve as Owner Representative. We will attend meetings and site walks as needed to answer questions and resolve issues with the Contractor. We will internally track all RFIs, Submittals and ASIs to ensure that questions and concerns are being resolved expeditiously. Your DAHLIN PM will also work diligently to keep the Town and Staff updated on progress and apprised of forecasted activities – we will coordinate any Contractor requests with Town required forms/permissions as needed.

The team will verify that the provisions of the contract are clearly understood and enforced during the construction phase.

If LEED certification is a part of the Project, we will also work with the Contractor and CM to verify that documentation needed for Certification is being properly produced and recorded for the Design Team and LEED Specialist. Your DAHLIN PM will work with the Commissioning Agent to ensure their requirements are met through out the Construction process.

Contractor Progress Payments

DAHLIN's Team will review the status of completed work prior to contractor payment requests. Using an approved schedule of values submitted by the contractor before the first payment request, we will accompany the contractor's site representative to verify all completed work under the contract. The agreed amount of completed work will be reflected on each line item in the schedule of values. This information will be input into an approved progress payment application form generated for signature to the architect, contractor, and owner's representative.

We will also review the project payment application and verify the amounts of base contract work and approved change order work included. DAHLIN will review and sign all payment applications before submitting them for owner approval and payment.

Commissioning and Close Out

When the project nears completion, your DAHLIN PM will review Design Team Punch List items and work with the Contractor to resolve the items in a timely fashion.

One of the biggest hurdles in completing a successful project is ensuring that those occupying the building once completed know how to safely operate all aspects of the new facility. This new facility is an asset to your employees and the community you serve, and it is essential that following construction, facilities personnel receive the appropriate training and opportunity to participate in the full and complete commissioning of the building operation systems.

Your DAHLIN PM will work with the Contractor and Town Staff to assure that the maintenance staff receives both appropriate orientation and instruction on new equipment and fixtures and all necessary maintenance manuals. Commissioning proves that the building and its systems work as intended. To accomplish this, the team will conduct a series of field meetings with client maintenance representatives and equipment/fixture manufacturers' representatives to conduct field training and orientation. We will verify that all Project Manuals, Manufacturer warranties and attic stock are submitted and properly recorded.

Upon completion, your DAHLIN PM will assemble as-built drawings from both the Contractor and Design Team for Town records – this is an essential step to the successful closeout of construction projects.

POST-CONSTRUCTION

After opening day, your DAHLIN PM will continue to be a resource for you - assisting the architect, engineers, consultants and all end users in developing project punch lists and verifying completion of all items.

If the project requires occupancy prior to completion of minor punch list items, DAHLIN will coordinate with

the contractor to complete the punch list work during times where activities will not be disrupted. The inspector will coordinate with the architect to confirm that completed punch list work is acceptable. After building occupancy, DAHLIN can meet with the department heads and other staff as designated by your team to discuss any problems experienced with new building systems.

DAHLIN will coordinate a 11-Month Walk with the Contractor and Facilities staff to give the Facility the opportunity to identify any issues prior to the 1-Year manufactured warranty.

PROJECT DELIVERABLES

PHASE	RESPONSIBILITIES	DELIVERABLES
PRE-DESIGN	- Review of existing materials and feasibility study - Project set up with Town – staff meetings - Define Priorities & Goals & Budget - Establish rough schedule - Assistance writing Design RFP - Assistance with Proposal Review, interview, and selection of Design Team	Project kickoff - Contact list - Meeting Minutes - Priority and Goal List Pre-Design Coordination - Finalized Priority List - Development Plan - Conceptual Cost Budget - Anticipated Schedule RFP - Coordinate Bid publications, pre-Bid Meetings and responses - Summary / Scoring sheet for Design Proposal review Project Administration - Weekly Meeting agendas - Weekly Meeting Minutes - Weekly Action Logs - Schedule Updates
DESIGN	- Liaison between Design Team, Town Representatives, Stakeholder Groups and Leadership - Presentation at public meetings, generation of informational updates, coordination of others who may be required to present. - Weekly meetings with Town and Design Team - Management of overall Project Schedule - Functional review of proposed design - Constructability Review of Documents at Milestones - Cost Management throughout design - Coordination of needed Permits and Approvals	Presentations - Coordination and lead in any needed presentations to Town Leadership or Stakeholders Cost Estimate Reviews Constructability Reviews - Reline of Design Team Milestone Documents - Review of Specifications - Assistance with Town front-end specifications Project Administration - Weekly Meeting agendas - Weekly Meeting Minutes - Weekly Action Logs - Schedule Updates

CONSTRUCTION	• Coordination of Bid Documents and final Bid Cost Estimate • Lead Pre-Bid Walk and coordinate Contractor questions and addendum as needed • Assist Town in review of Bids and selection of Contractor • Town Representative ensuring compliance with Contract Documents • Coordination of any special requirements of Owner's sub-contractors such as site access, materials storage, and integration with the General Contractor's team. • Assist with RFI and Submittal responses as needed	Bid • Compiled Bid package for distribution • Coordinated Bid publications, pre-Bid Meetings and responses • Bid Addenda as needed Construction • Weekly OAC Meeting attendance and coordination of issues with CM, CG and Design Team • Monthly reports, and as required, to memorialize project process and key decisions made during the construction process, and ensure Town Staff at all levels are kept abreast of project progress and critical issues that may impact time and costs. • Informational updates, and coordination of others who may be required to present at public hearings. Project Administration • RFI, Submittal & ASI logs • Weekly Action Logs • Schedule Updates to Town Staff
POST CONSTRUCTION	• Ensure completion of punch list items to Town's satisfaction • Coordination of Staff training at completion of project • Coordination of needed Commissioning • Ensure required end-of-project documentation to the Owner including all as-built drawings, as designed drawings, O&M manuals, required executed warranties (standard and extended), and all required digital files. • Coordination of LEED Certification • Coordination of post construction questions and issues with the Contractor	Project Close Out • Completed Punch list • Completed training, O&M manuals, warranty checklists • Material Attic Stock checklist • Final project documentation, including as-built drawings, as designed drawings, O&M manuals, required executed warranties (standard and extended), and all required digital files.

COST CONTROL + BUDGETING METHODOLOGY

It is important to understand that cost is not a static number; it is a process directly linked to the design and needs to be evaluated simultaneously with it. Every decision we make will be a value choice and costs will be an integral part of that decision. We will establish a realistic cost model at the beginning of the project, not only for construction, but also for related furniture, fixtures, and equipment to complete your recreation and aquatic project. We will work with the Town to establish a complete cost model to track costs and decisions, whether they are design related or not.

As we move through the project phases, our team will ensure that the cost model continues to reflect changes made, ensuring that cost is a part of each step of the process. We will discuss the cost-benefit for different programs and facilities to ensure that the Town is putting funding where it is most beneficial.

No matter how well you plan, the market climate, local fires, and natural disasters can cause unexpected increases in construction costs. Our Cost Management Consultant, Cumming, keeps a finger on the pulse of the construction world, quickly alerting us. If costs come in high, we work with Town staff to recommend elements to modify without compromising functionality.

SUCCESSFUL BUDGET MANAGEMENT FOR A SIMILAR PROJECT

For the City of Dublin's *Emerald Glen Recreation & Aquatic Center*, DAHLIN was able to help the City successfully manage the budget for the project through effective design decision making, detailed cost tracking and thorough cost benefit analysis.

The City began the project with a very substantial community outreach effort to determine their priorities. Much like The Town of Yucca Valley, they found themselves in the position of potentially needing to phase the project due to budgetary constraints.

With the budget in mind, DAHLIN worked with the City to develop various design scenarios – we explored phasing pools, concessions areas and the gymnasium. We developed a cost tracking spreadsheet that was updated throughout the design process. We kept a close tabulation of anticipated costs associated with various design decisions that were made, while Cost Estimates at milestones provided a firm overall picture of anticipated construction costs. Through each phase, we were able to help the City weigh the cost benefit of upgraded features, materials, and systems to allow Staff to make the best decisions for the Project. The Bids received were all within 3% of each other, which speaks to the high quality of the Project Manual and Drawings that were completed.

At the end of the day, the City was able to obtain additional funding, but they also chose to phase portions of the project that they decided were not initial priorities – in their case, they chose to put the Gymnasium and Concessions Building into a future phase. As a team, we planned for the future phases to ensure that there is sufficient infrastructure – water, gas, electrical and AV capacity – for both the future gymnasium and concessions addition. Only two years after opening, DAHLIN assisted the City in completing Phase 2, the addition of their Concessions Building with full kitchen.



REFERENCES



MICHAEL BOITNOTT

CIP MANAGER

City of Dublin
100 Civic Plaza
Dublin, CA 94568

Phone
925-833-6630

Email
michael.boitnott@dublin.ca.gov

Project: Emerald Glen
Recreation & Aquatic
Complex (pg 7)

Role: Designer & Architect

Total Project Budget:
\$33 million

Procurement Method:
Design, Bid Build

Completion Date: 4/2017



MICHELLE LACY

GENERAL MANAGER

Pleasant Hill Rec & Park Dist.
147 Gregory Lane
Pleasant Hill, CA 94523

Phone
925-682-0896

Email
mlacy@pleasanthillrec.com

Project: Pleasant Hill
Community Center (pg 12)

Role: Designer & Architect

Total Project Budget:
\$7 million

Procurement Method:
Design, Bid Build

Completion Date: 2/2014



MEGHAN TIERNAN

CAPITAL PLANNING & DEV. DIRECTOR

Hayward Area Rec & Park Dist.
100 North Garfield Ave, N306
Pasadena, CA 91101

Phone
510-881-6712

Email
tiem@haywardrec.org

Project: San Lorenzo Community
Center (pg 13)

Role: Designer & Architect

Total Project Budget:
\$9 million

Procurement Method:
Design, Bid Build

Completion Date: est.
completion 2022



APPENDIX C – FEE PROPOSAL

Prop 68 – AQUATIC AND RECREATION CENTER PROJECT PROJECT MANAGEMENT SERVICES FEE PROPOSAL

GENERAL INFORMATION

Proponents shall include in their Schedule Fees:

- a) Rate per hour
- b) Estimated consultancy hours based on the Scope of Work as generally described and as required for a project of this nature
- c) All anticipated reimbursable expenses

A. STANDARD SERVICES COMPENSATION			
Team Members	# Hours	Hourly Rate	Total
Stephanie Fujimura (PIC)	100	\$210/hr	\$21,000
Gregor Markel (PM)	650	\$250/hr	\$162,500
Erica DiCioccio (PA)	1100	\$160/hr	\$176,000
Designer / Drafter (TBD)	100	\$115/hr	\$11,500
Project Coordinator (TBD)	390	\$65/hr	\$25,350
Cumming Cost Management			\$84,200
Subtotal: Standard Services			\$480,550

B. ESTIMATED REIMBURSABLE EXPENSES			
Description	Qty	Est. Cost	Total
Travel, Prints, Deliveries		\$10,000	\$10,000
Subtotal: Estimated Reimbursable Expenses:			\$10,000

FEES APPORTIONED AND BROKEN DOWN BY PROJECT PHASES		
Phase Description	% of Total Fees	% of Total Disbursement
Design and Pre-Construction (Construction documentation and Bid)	75%	\$360,500
Construction	20%	\$96,100
Post Construction	5%	\$23,950

FEE NOTES + ASSUMPTIONS

Based on what we understand from information provided in the RFP and Addendum issued, DAHLIN has crafted the fee proposal with the assumptions noted below. Not being intimately involved with the project and process to date, there may be items that do not quite align with your expectations. We would welcome further discussion regarding further definition of scope and fee.

- Project Budget: \$20M Project Budget.
- Project Basis of Design is based on indicated Preferred Option in the Feasibility Study completed by LPA in 2020.
- With the success of the virtual meeting platform, we assume meetings with Town Staff and Design Team will be virtual, with the exception of Presentations and Stakeholder/Community outreach. DAHLIN will plan to be on site 1-2 times per month during the course of design.
- DAHLIN anticipates 8 cost estimate reviews of Design Team provided cost estimates through the course of design, per issued Addendum.
- DAHLIN anticipates a 31 month design and construction process with project completion spring of 2024.
- -3 month pre-design process
- 12 month design, permitting and bid process
- 16 month construction
- During Construction, DAHLIN assumes that the Town will separately hire a Construction Manager.
- DAHLIN will plan to be on site 1-2 times per month and will attend all other OAC and Construction meetings virtually.
- DAHLIN will provide continued Project Management for a period not to exceed 9 months after TCO is obtained.



CONFLICT OF INTEREST + APPENDIX A

CONFLICT OF INTEREST

To the best of our knowledge, information, and belief, we are not aware of any activities or relationships of DAHLIN that might create a conflict of interest.

APPENDIX A – FORM OF PROPOSAL
REQUEST FOR QUALIFICATIONS AND PROPOSALS
PROJECT MANAGEMENT SERVICES FOR
PROP 68. AQUATIC AND RECREATION CENTER PROJECT – TOWN OF YUCCA VALLEY

This form is to be completed and submitted along with the proposal.

I/We the Undersigned, having examined this request for qualifications and proposals, 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: Dahlin Group Architecture Planning

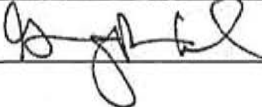
Address: 18818 Teller Ave. Suite 260 Irvine, CA 92612

Telephone: 949-250-4680 Fax: 925-251-7201

E-mail Address: marketing@dahlingroup.com

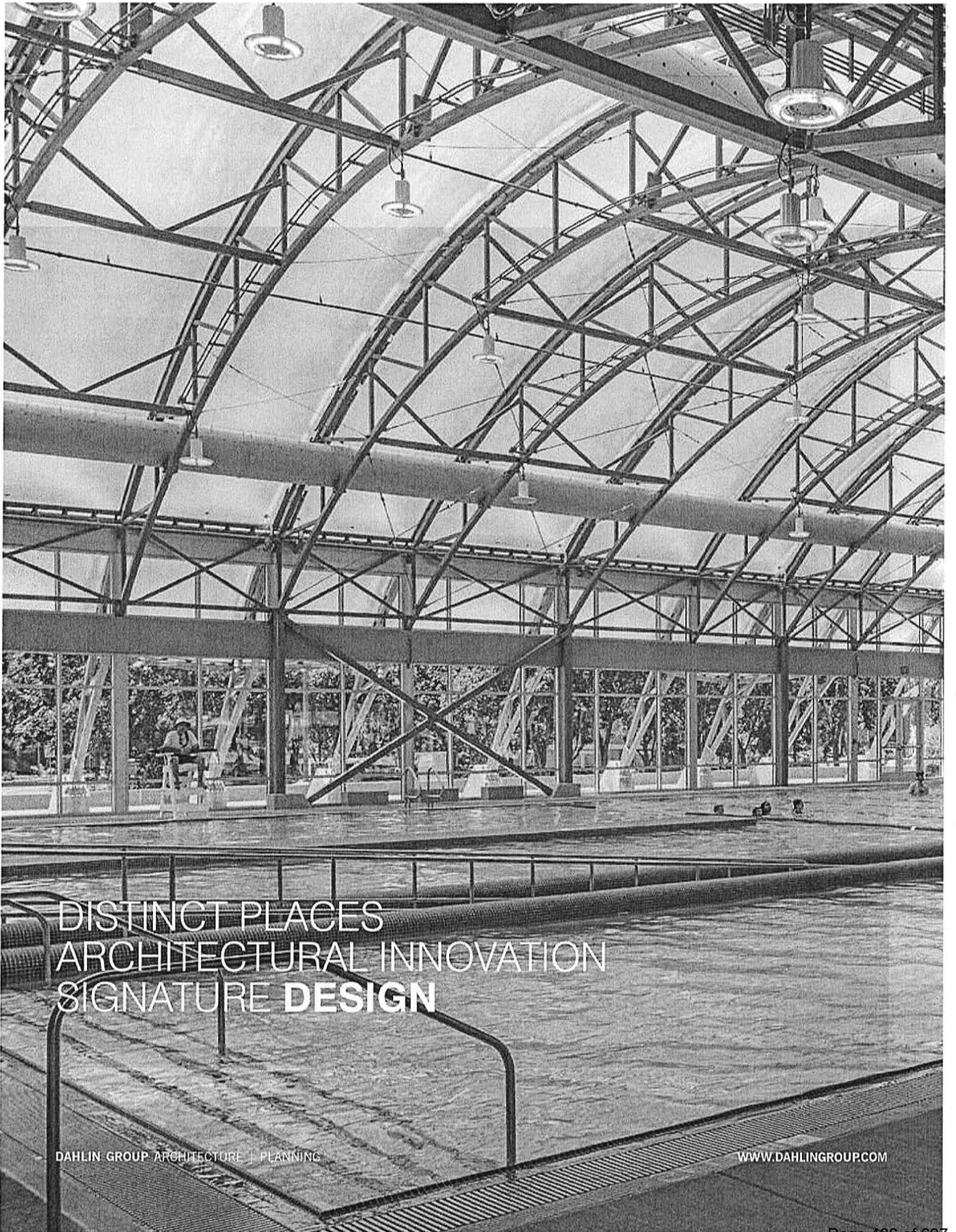
Name of Authorized Person (s): Gregor Markel

Position(s) of the Person(s): Senior Principal

Proponent Authorized Signatory: 

Date: 5/11/21

Signature in the designated space, by an authorized officer of the Respondent's company affirms acceptance of the Request for Qualifications and 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.



DISTINCT PLACES
ARCHITECTURAL INNOVATION
SIGNATURE **DESIGN**

DAHLLIN GROUP ARCHITECTURE | PLANNING

WWW.DAHLINGROUP.COM

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

NOT APLICABLE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

A. STANDARD SERVICES COMPENSATION			
Team Members	# Hours	Hourly Rate	Total
Stephanie Fujimura (PIC)	125	\$210/hr	\$26,500
Gregor Markel (PM)	740	\$250/hr	\$185,000
Erica DiCioccio (PA)	1100	\$160/hr	\$176,000
Designer / Drafter (TBD)	100	\$115/hr	\$11,500
Project Coordinator (TBD)	390	\$85/hr	\$33,500
BKF Civil Engineer / Survey			\$57,500
Cumming Cost Management			\$98,500
Subtotal: Standard Services			\$588,500

See Exhibit A-1 – Scope of Service

- 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.**
- Not Applicable
- 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 \$628,500.00 as provided in Section 2.1 of this Agreement.

A. STANDARD SERVICES COMPENSATION			
Team Members	# Hours	Hourly Rate	Total
Stephanie Fujimura (PIC)	125	\$210/hr	\$26,500
Gregor Markel (PM)	740	\$250/hr	\$185,000
Erica DiCioccio (PA)	1100	\$160/hr	\$176,000
Designer / Drafter (TBD)	100	\$115/hr	\$11,500
Project Coordinator (TBD)	390	\$85/hr	\$33,500
BKF Civil Engineer / Survey			\$57,500
Cumming Cost Management			\$98,500
Subtotal: Standard Services			\$588,500

B. ESTIMATED REIMBURSABLE EXPENSES			
Description	Qty	Est. Cost	Total
Travel, Prints, Deliveries		\$40,000	\$40,000
Subtotal: Estimated Reimbursable Expenses:			\$40,000

See Exhibit A-1 – Scope of Service

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

PROJECT MANAGEMENT SCHEDULE

	2021												2022												2023												2024											
PHASE	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12					
KICKOFF & PRE-DESIGN	NOT STARTED																																															
DESIGN & PERMITTING													DESIGN																																			
BID																									BID																							
CONSTRUCTION																																					36 MONTHS											
POST-CONSTRUCTION																																					3 MO.											

See Exhibit A-1 – Scope of Service

- II. Consultant shall deliver the following tangible work products to the Town by the following dates.
- A. See Exhibit A-1 – Scope of Service
 - B.
 - C.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "E"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com FAX (A/C, No):												
www.risk-strategies.com	CA DOI License No. 0F06675												
INSURED Dahlin Group, Inc. 5865 Owens Drive Pleasanton CA 94588	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Travelers Property Casualty Co of America</td><td>NAIC # 25674</td></tr><tr><td>INSURER B: Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER C: Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Travelers Property Casualty Co of America	NAIC # 25674	INSURER B: Travelers Indemnity Company of CT	25682	INSURER C: Beazley Insurance Company, Inc.	37540	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Beazley Insurance Company, Inc.	37540												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 62496733**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6802H140423	9/1/2020	9/1/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
EACH OCCURRENCE	\$2,000,000																				
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GENERAL AGGREGATE	\$4,000,000																				
PRODUCTS - COMP/OP AGG	\$4,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		☒	BA3967R348	9/1/2020	9/1/2021	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0 ☒ OCCUR ☐ CLAIMS-MADE			CUP5D85514A	9/1/2020	9/1/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$								
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AGGREGATE	\$5,000,000																				
	\$																				
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		☒	UB3J883076	9/1/2020	9/1/2021	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$1,000,000																				
C	Professional Liability			V15S6W211601	5/31/2021	5/31/2022	<table><tr><td>Per Claim</td><td>\$2,000,000</td></tr><tr><td>Aggregate</td><td>\$4,000,000</td></tr></table>	Per Claim	\$2,000,000	Aggregate	\$4,000,000										
Per Claim	\$2,000,000																				
Aggregate	\$4,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured.
Town of Yucca Valley, its officers, officials, employees, and volunteers are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general, auto and work comp policies-see attached endorsements.

CERTIFICATE HOLDER

Town of Yucca Valley
58928 Business Center Dr.
Yucca Valley CA 92284

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL PROPERTY |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or

- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY

ENDORSEMENT WC 99 03 76 (00)

Insured: Dahlin Group, Inc.
Policy No.: UB3J883076
Effective Date: 9/1/2020

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description:

Projects as on file with the insured.

Authorized Representative

AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021
BY AND BETWEEN TOWN OF YUCCA VALLEY AND DAHLIN GROUP FOR PROJECT
MANAGEMENT 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 June 18, 2024, by and between the Town of Yucca Valley (hereinafter "TOWN"), and Dahlin Group, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

RECITALS

- A. On June 22, 2021, the TOWN and the CONTRACTOR entered into an AGREEMENT for project management services in the amount of \$628,500.00 for the term of until project completed.
- B. Due to extended bidding 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 \$18,500.00 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 **Six hundred forty seven thousand zero dollars and Zero Cents (\$647,000.00) for Project Management Services** ("Contract Sum"), for FY2024/25, unless additional compensation is approved pursuant to Section 2.3.

This Amendment provides for a \$18,500.00 increase to the contract amount for FY2024/25 from \$ 628,500.00 to \$ 647,000.00.

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.

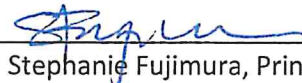
AMENDMENT 1
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021
BY AND BETWEEN TOWN OF YUCCA VALLEY AND DAHLIN GROUP FOR PROJECT
MANAGEMENT SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION
CENTER PROJECT

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

Town of Yucca Valley

Dahlin Architecture

By: 
Curtis Yakimow, Town Manager

By: 
Stephanie Fujimura, Principal

ATTEST:

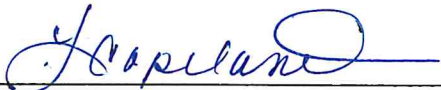

Lesley Copeland, Town Clerk

EXHIBIT "F"

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

TOTAL CONTRACT AMOUNT \$628,500.00 NOT TO EXCEED

CONTRACT TERM 06/22/2021 THROUGH Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2021/22	\$ 628,500.00	
2024/25	\$ 18,500.00	Amendment 1

AMENDMENT 2
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021
BY AND BETWEEN TOWN OF YUCCA VALLEY AND DAHLIN GROUP FOR PROJECT
MANAGEMENT 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 Dahlin Group, (hereinafter "CONTRACTOR"), sometimes referred to individually as the "PARTY" and collectively as "PARTIES", for construction management services.

RECITALS

- A. On June 22, 2021, the TOWN and the CONTRACTOR entered into an AGREEMENT for project management services in the amount of \$628,500.00 for the term of until project completed.
- B. On June 18, 2024 and due to extended bidding period for the Yucca Valley Aquatic and Recreation Center Project an increase of \$18,500.00 is warranted.
- C. Due to an extended Construction period for the project from 14 months to 24 months an increase of \$79,000 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 **Seven hundred twenty six thousand zero dollars and Zero Cents (\$726,000.00) for Project Management Services ("Contract Sum")**, for FY2024/25, unless additional compensation is approved pursuant to Section 2.3.

This Amendment provides for a \$79,000 increase to the contract amount for FY2025/26 from \$ 647,00.00 to \$ 726,000.00.

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.

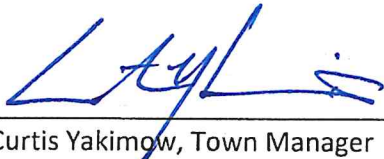
AMENDMENT 2
TO THE PROFESSIONAL SERVICES AGREEMENT DATED JUNE 22, 2021
BY AND BETWEEN TOWN OF YUCCA VALLEY AND DAHLIN GROUP FOR PROJECT
MANAGEMENT SERVICES FOR YUCCA VALLEY AQUATIC AND RECREATION
CENTER PROJECT

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

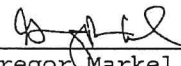
Town of Yucca Valley

Dahlin Architecture

By:


Curtis Yakimow, Town Manager

By:


Gregor Markel, Managing Principal

ATTEST:


Lesley Copeland, Town Clerk

EXHIBIT "F"

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

TOTAL CONTRACT AMOUNT \$726,000 NOT TO EXCEED

CONTRACT TERM 06/22/2021 THROUGH Completion

FISCAL YEAR	AMOUNT PER YEAR	DOCUMENT OF CHANGE
2021/22	\$ 628,500.00	
2024/25	\$ 18,500.00	Amendment 1
2025/26	\$79,000.00	Amendment 2

19. Aquatics and Recreation Center Needs Assessment, Feasibility Study, and Site Analysis Request for Proposal Authorization

Community Services Manager Earnest presented the staff report, requesting authorization to release the Request for Proposals for the Aquatics and Recreation Center Design Concept and Feasibility Study.

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

Council Member Leone thanked Assemblyman Mayes for the language in Prop 68, providing funding for the much needed aquatics center in Yucca Valley.

Mayor Pro Tem Lombardo noted it is exciting to be moving forward on the project; the allotted time to complete will go by very quickly.

Mayor Denison commented on the condensed timeline and invited the public to participate in the process.

MOTION:

Authorize the release of the Request for Proposals for the Aquatics and Recreation Center Design Concept and Feasibility Study, subject to minor editing modifications as approved by the Town Manager and authorizes the Town Clerk to advertise and receive proposals.

RESULT: APPROVED [UNANIMOUS]

MOVER: Rick Denison, Mayor

SECONDER: Robert Leone, Council Member

AYES: Merl Abel, Rick Denison, Robert Leone, Robert Lombardo

EXCUSED: Jeff Drozd

PUBLIC COMMENTS

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

Ken Nyquist, Yucca Valley spoke of issues with properties near his home in Paradise Valley.

Charles McHenry, Yucca Valley spoke on the fantastic job Town staff is doing, especially the recent recreation events and cleaning of facilities following.

Steve Barrett, Yucca Valley spoke on the inequity of fees between properties deemed Short-Term Vacation Rentals and Bed and Breakfasts.

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

DEPARTMENT REPORTS

12. AB 366 - California Pet Blood Bank Modernization Act

Management Analyst Rice presented information on Assembly Bill 366 (Bloom) known as the California Pet Blood Bank Modernization Act, aimed at allowing animal blood banks in California to utilize a donor blood collection system for dogs and cats, instead of requiring the use of "closed colonies."

Mayor Lombardo opened public comments.

Kerry Drozd, Yucca Valley spoke in favor of AB366 and encouraged the Town Council's support.

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

Mayor Pro Tem Drozd presented additional information on the use of greyhounds in closed colony blood banks and spoke in support of AB366.

Council Member Abel inquired on the locations of the facilities and the number of animals involved.

MOTION:

Receive and file the information provided on AB 366 (Bloom) known as the California Pet Blood Bank Modernization Act and authorize the Mayor to send a Letter of Support for AB 366.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jeff Drozd, Mayor Pro Tem
SECONDER: Merl Abel, Council Member
AYES: Lombardo, Abel, Denison, Drozd, Schooler

13. Aquatics & Recreation Center Design and Feasibility Study - Award of Contract

Community Services Manager Earnest presented the staff report, giving an overview of the recent Request for Proposal (RFP) process conducted by the Town for the Aquatics and Recreation Center Design and Feasibility Study. Eleven firms responded to the Town's RFP, with 6 firms invited to participate in an interview process by the Council's Ad Hoc Committee and senior staff members. After a throughout review LPA, Inc. based in Irvine, CA is the firm of choice for the project.

LPA, Inc. representatives Arash Izadi, Director of Sport + Recreation, and Jeremy Hart, Associate, Design Director, Project Manager presented information on the firm and the scope of services for the project.

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

Mayor Pro Tem Drozd expressed the importance of listening to the needs of the community and building a sustainable facility. Drozd inquired on the time frame for completion of this phase and requested more information on services provided by Ballard King.

Council Member Abel inquired on the use of indoor facilities in Southern California and the opportunity to compartmentalize the facility for use efficiency. Abel also spoke of benefits of including Town branding within the project development.

Council Member Schooler thanked Assemblyman Mayes for facilitating the funding for the project and expressed the opportunity to energize and engage the community for a fabulous facility.

Mayor Lombardo spoke favorably of LPA's expertise and proposed vision of the project. Lombardo noted the project is a wonderful opportunity to raise the level of excellence in the community and invited the public to participate in the process. Lombardo also inquired on proposed outreach strategies.

MOTION:

Award 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 authorize a contingency in the amount of \$16,800.00, for a total of \$219,750.00, and authorizing the Town Manager and Town Attorney to sign all necessary documents, negotiate any applicable modifications to the Town's standard Professional Services Agreement, and authorizing the Town Manager to expend the contingency fund, if necessary, to complete the project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jim Schooler, Council Member
SECONDER: Merl Abel, Council Member
AYES: Lombardo, Abel, Denison, Drozd, Schooler

14. Town Project No. 8965: PFF Design and Renovation Project: Approval of Plans and Specifications. Authorization to Advertise for Construction

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE PFF DESIGN AND

Award the construction contract for the PFF/Yucca Valley Branch Library Building design and renovation project to Diamond Construction, Inc. in the amount of \$2,939,907, which includes a 10% contingency, and authorizes the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project.

Amend the FY2018-19 Budget by appropriating \$2,450,100 of the remaining FY2018-19 Fund 634 Unspent Bond Proceeds fund balance and allocate those funds to the PFF Library Project in the 800 Capital Project Reserve Fund.

Direct staff to engage San Bernardino County in amending the existing lease agreement to reflect proportional cost sharing based on known construction costs.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Merl Abel, Council Member
SECONDER: Robert Lombardo, Mayor
AYES: Lombardo, Abel, Denison, Drozd, Schooler

13. Prop 68 Aquatics and Recreation Project Citizen Advisory Group Guidelines

Town Manager Yakimow presented the staff report for 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.

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

Council Member Denison noted he liked the structure of the proposed committee.

Council Member Abel also expressed favor in the member structure for the committee; important that this type of committee is in place.

Council Member Schooler voiced support and moved staff's recommendation.

Mayor Pro Tem Drozd spoke in support of the proposed format.

Mayor Lombardo explained he would like to see two Youth Commissioner spots on the committee, one for a high school-aged representative and another representative from middle school.

Council Member Schooler amended his motion to include two Youth Commission representatives, one high-school aged, and one middle-school aged, for a nine-member committee.

MOTION:

Approve the Prop 68 Aquatics and Recreation Project Citizen Advisory Group Guidelines as presented, modifying representation to include two Youth Commissioners (or former), one of high school age, and one of middle school age, and direct the Town Clerk to post the Notice of Vacancy.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jim Schooler, Council Member
SECONDER: Jeff Drozd, Mayor Pro Tem
AYES: Lombardo, Abel, Denison, Drozd, Schooler

14. **Old Town Murals and Signage**

Deputy Town Manager Stueckle presented the staff report on current regulations for signs and murals in the Old Town area of Yucca Valley, which has been in place since 2004.

Mayor Lombardo opened public comments.

Brian Holy, Yucca Valley spoke as the appliance technician at Chet's Appliances, explaining that he received compliments on the Maytag man painted on the outside of the building.

Janelle Pietrzak, Yucca Valley commented in favor of the colorful creativity of the community, especially in the Old Town area; supports murals in Old Town.

Mary Geoffrey, Pioneertown spoke on the popularity of the current murals with visitors and noted that Yucca Valley is not a cowboy town any longer.

Kimberly Buzzelli, Yucca Valley commented favorably on the murals and explained many people take their photos in front of the murals and share on social media, and in kind promotes Yucca Valley.

Clint Stoker, Yucca Valley commented that the shop owners have created their own vibe in Old Town area and would like the "desert western" language removed from the design standards. Stoker invited the Council to stop and have a conversation with shop owners on the benefits they are seeing when murals are in place. Old Town has its own identity, not desert western. The Town should embrace free expression of local artists for an organic revitalization.

Susan Burnett, Pioneertown noted that there should be some discernment of what goes on a building but should also allow something other than the desert western theme. "Kimmy" is a popular voice online and promotes Yucca Valley, providing opportunity for Yucca Valley's own identity.

Jeff Burgess, Yucca Valley spoke on the creation of "zen space man" and noted a significant drop in visitors after the removal of the mural.

Reject one Claim filed against the Town of Yucca Valley submitted on July 11, 2019 by Mercury Insurance on behalf of Nicholas Colegio.

Mayor Lombardo opened public comments for the Consent Agenda. With no members of the public wishing to speak, public comments were closed.

DEPARTMENT REPORTS

4. Prop 68 Aquatics & Recreation Project Citizen Advisory Group Appointments

Town Clerk Copeland presented the staff report for the appointments to the Prop 68 Aquatics and Recreation Project Citizens Advisory Group. On June 18, 2019 the Town Council established the committee. A public recruitment period was held from June 19, 2019 thru July 11, 2019. Applications were received from 19 interested community members. The adopted structure of the committee is: five community members, each nominated by one Town Council member, one Planning Commissioner, one Parks, Recreation, and Cultural Commissioner, and two Youth Commissioners (one high school rep, and one middle school rep). All nominations will be affirmed and approved by majority vote of the Council.

Community Member Applicants introduced themselves: Julie Alexander, Ben Grodjek, Raymond Greene, Kelli Kelley, Sue Tsuda, and George Huntington.

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

MOTION:

Ratify the Parks Recreation and Cultural Commission's action to appoint Commissioner Rauch to the Prop 68 Aquatics & Recreation Project Advisory Group with a term thru the completion of Phase 1A of the project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Robert Lombardo, Mayor
AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Stephen Goddard and Kimberly Balch, as Youth Commissioner representatives to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Jeff Drozd, Mayor Pro Tem

AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Ben Grodjesk to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Merl Abel, Council Member

SECONDER: Rick Denison, Council Member

AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint George Huntington to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Rick Denison, Council Member

SECONDER: Merl Abel, Council Member

AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Julie Alexander to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Jim Schooler, Council Member

SECONDER: Robert Lombardo, Mayor

AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Raymond Greene to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Jeff Drozd, Mayor Pro Tem

SECONDER: Robert Lombardo, Mayor

AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Sue Tsuda to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Robert Lombardo, Mayor

SECONDER: Merl Abel, Council Member
AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Appoint Margie Trandem as the Planning Commissioner representative to the Prop 68 Aquatics & Recreation Project Citizen Advisory Group with a term thru the completion of Phase 1A of the project.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Merl Abel, Council Member
SECONDER: Robert Lombardo, Mayor
AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Select George Huntington to serve as Chairperson for the Prop 68 Aquatics & Recreation Project Citizen Advisory Group

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Council Member
AYES: Lombardo, Abel, Denison, Drozd, Schooler

MOTION:

Select Sue Tsuda to serve as Vice Chairperson for the Prop 68 Aquatics & Recreation Project Citizen Advisory Group

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Lombardo, Mayor
SECONDER: Merl Abel, Council Member
AYES: Lombardo, Abel, Denison, Drozd, Schooler

PUBLIC COMMENTS

Mayor Lombardo opened public comments for items not on the agenda. With no members of the public wishing to speak, public comments were closed.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Abel thanked the applicants for the willingness to serve the community.

Council Member Denison thanked the applicants for participating and bringing ideas for the project.

Mayor Pro Tem Abel requested confirmation that the numbers presented as staff's recommendation are in accordance to an established policy.

Council Member Lombardo requested an update on the pension unfunded liability.

Council Member Schooler inquired on unfunded pension liabilities levels.

MOTION:

Receive and file the Budget Report for the fiscal year ended June 30, 2019 and amend the 2019-20 General Fund Budget by transferring \$1,900,000 from the General Fund unassigned fund balance to adhere to the Reserve Policy. The allocation of the transfer is allocated as follows:

Reserve Policy designations	
Pension Stabilization reserve-50%	887,500
Catastrophic Reserve	50,000
Risk Management Reserve	75,000
Vehicle & Equipment replacement	50,870
Capital Reserve	836,630
Total	1,900,000

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jim Schooler, Council Member
SECONDER: Robert Lombardo, Council Member
AYES: Abel, Denison, Lombardo, Schooler, Drozd

12. Prop 68 Project Aquatics & Recreation Center - Community Advisory Group Report

Community Services Manager Earnest applauded the Prop 68 Citizen Advisory Group (CAG) for their dedication to the goals presented to them. Earnest gave a summary on group's activity to reach the final report presented this evening. Earnest presented the conceptual site plan with major elements and prioritized design modification if scaling down the project is required. Earnest continued the presentation explaining the site selection of Brehm Park (Site 1A) noting that it is the least expensive site to develop, though it may not be as visible as preferred.

Earnest invited George Huntington, Chair of the Prop 68 Aquatics and Recreation Project Citizen Advisory Group to add additional highlights on process the group took to prepare the presented report and the guiding principles and discussion items assisting the group on the presented recommendation.

Mayor Drozd opened public comments.

Sarann Graham, Yucca Valley commented favorably on the project as a great asset for the community and commended the Prop 68 Citizen Advisory Group for their work getting the report together.

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

Mayor Drozd thanked the advisory group for the incredible job.

Council Member Schooler spoke as a Prop 68 Project Ad Hoc Committee member and stated an extremely exciting project is on the horizon and is impressed with the dedication the Prop 68 CAG had with the task at hand. The project will address a long term need in the community and commented on the limitation of the seemingly large budget. The Prop 68 CAG's recommendation noted elements needed in the community; the Town is very overdue of having its own gym. The Yucca Valley High School pool was built in the 1960's and is very limited for the programming needs of the community. Schooler stressed his concern on the need to not only provide a facility for current needs, but also providing opportunity for future needs. Schooler concurred with the CAG recommendation to pursue partnerships and other funding sources to build the facility for the betterment of the community but is unrealistic to expect a full cost recovery. Schooler continued by explaining he is not crazy about the site recommendation but understands the reasoning for the committee's choice. As a huge project, Schooler would like to see a site that offers more expandable land around it, such as the Sunnyslope site. Essig Park is good for a long term plan but does have a few challenges, and noted concern with potential congestion with multiple activities in the immediate area around Brehm Park. As the potential of being an iconic facility, the center needs to have a site to bring the best to it.

Council Member Lombardo also spoke as a Prop 68 Aquatic and Recreation Project Ad Hoc Committee member and thanked the Prop 68 CAG for their work in reviewing the information. Lombardo agreed with Council Member Schooler with Brehm Park not being his favorite site due to the potential congestion and limited parking. Lombardo explained he does like the proposed concept as presented.

Town Manager Yakimow explained the next steps that will be brought to the Town Council for future discussion.

Council Member Denison thanked Chair Huntington, Vice Chair Tsuda and fellow CAG members as a great benefit and being a foundation of the project. Denison inquired on the CAG discussion that ensued on the size of the competitive pool.

Mayor Pro Tem Abel thanked Chair Huntington, Vice Chair Tsuda and fellow CAG members with their assistance in getting the project off the ground. The community has the opportunity to have a year-round facility and is important to reach all generations. Abel encouraged staff to adhere to the July 2020 deadline. The CAG had the right idea to

stretch the available funding to the facility by choosing the site that has the least cost to develop and inquired on the CEQA process for the project. The Brehm Park location may offer options for the Boys and Girls Club to use and partner due to the close location. Abel noted he understands the site is small, but children and staff are already in the area. Abel inquired how the CAG prioritized the potential modifications and asked staff if we are considering grant writers or other options for additional funding.

CAG Chair Huntington explained the potential modifications to the final project as presented by the CAG were prioritized based on potential use by the community.

Clint Stoker, as the Town's Planning Commissioner and CAG member spoke of the project site discussion conducted by the CAG and noted the possibility of blocking off Little League Drive to connect the parks on the north and south side of the roadway. Stoker thanked the Town Council for the opportunity to be a part of the discussion.

Sue Tsuda, CAG Vice Chair concurred with the report as the primary need of the community is the learn to swim program and expressed concerns on the potential congestion around Brehm Park and with the gas line at the site. Tsuda explained she likes the idea of having the site at Sunnyslope, as it would be an distinctive location for an iconic building, Brehm is not the best site, but was the most cost effective as explained by the consultants. Tsuda explained that a 33m pool is not an Olympic competitive swimming size and suggested the Town Council consider a larger competitive-sized pool.

Mayor Pro Tem Abel thanked the CAG as a diverse group bringing many ideas together.

Mayor Drozd expressed if Brehm is chosen, to consider something innovative to make it safe and less contested.

Denison receive and file, thanked the CAG and release them of their assignment. Schooler seconded.

MOTION:

Receive and file the Citizen Advisory Group's Prop 68 Aquatics & Recreation Center Report and relieve the Prop 68 Project Citizen Advisory Group of their duties.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Denison, Council Member
SECONDER:	Jim Schooler, Council Member
AYES:	Abel, Denison, Lombardo, Schooler, Drozd

13. Strategic Planning Outreach Efforts

Town Manager Yakimow presented the staff report reviewing the results of the Town's recent strategic planning efforts.

3. Amend the FY 2019-20 Measure Y Fund budget allocating \$250,000 to fund an interest-free loan program and grant opportunities as an extension of the Town's Measure Y Community Partnership Program as attached in Exhibit B, excluding short-term vacation rental businesses.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Merl Abel, Mayor Pro Tem
SECONDER: Robert Lombardo, Council Member
AYES: Drozd, Abel, Denison, Lombardo, Schooler

7. Prop 68 Aquatics & Recreation Center Project Recommendation

Community Services Manager Earnest presented the staff report, reviewing key takeaways from previous discussions, noting Town Council direction, internal financial analysis review, and financing structure.

The LPA team, John Courtney LPA Project Manager, Irash Idnani LPA Director of Sports+Recreation, and Darin Barr Ballard*King Principal presented remotely, providing a summary of the concept process, previous Town Council discussion and concept plans 1-6.

Mayor Drozd opened public comments.

Clint Stoker, Yucca Valley (Planning Commission, Prop 68 Project Citizen Advisory Group Member) spoke on concern with the plans being presented and the cost of proposed options increasing at each presentation. Stoker continued to express that Concept 2 is not a robust enough project for a new facility of this type.

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

Council Member Denison stated he would like to strive for the best facility we can and noted the importance of including staff areas. Denison likes Concept 6 but may come back to Concept 2 for phasing options.

Mayor Pro Tem Abel inquired if the proposed Boys and Girls Club facility site is causing the construction costs to increase and questioned the cost of the splashpad option. Abel expressed he likes Concept 6, but as noted in public comment, is concerned about the presented costs.

Council Member Schooler also expressed the need for a nicer facility for the community and would like to strive for Concept 6. Schooler also agreed with comments made from Mr. Stoker and spoke of staffing concerns for year-round programming.

Town Manager Yakimow commented on staffing levels included in the analysis.

Council Member Schooler expressed the need to keep this facility busy and would like to see the inclusion of the splash pad with the project.

Council Member Lombardo also noted he prefers Concept Plan 6 as it is important to have an indoor pool and a splash pad, and hopefully savings can be found along the way.

Mayor Drozd expressed Concept Plan 6 is a great facility to shoot for and commented on the previous conversation to possibly add a couple more indoor lanes, not sure if that is possible.

Mayor Drozd called a brief recess at 7:25 PM to attend to technical challenges with LPA's remote connection. The meeting was reconvened at 7:46 PM.

Mayor Pro Tem Abel inquired again, if the facility site was the reasoning for the facility amenities going down while costs going up.

MOTION:

1. Approve Design Concept 6 for the Prop 68 Aquatics & Recreation Center Project and direct 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.
2. Direct staff to move forward with the CEQA process for both Brehm Park site locations as discussed.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jeff Drozd, Mayor
SECONDER: Robert Lombardo, Council Member
AYES: Drozd, Abel, Denison, Lombardo, Schooler

8. Agreement for Professional Services, Proposition 68 Project, California Environmental Quality Act Review - PlaceWorks;

Deputy Town Manager Stueckle presented the staff report, requesting the approval of a professional services agreement with Placeworks relating to the CEQA process for the Prop 68 Recreation and Aquatics Facility location.

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

MOTION:

Authorize the Town Manager to enter into a Professional Services Agreement with PlaceWorks, to prepare an addendum to the '2010 Adopted Mitigated Negative

CONSENT AGENDA

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Rick Denison, Council Member
SECONDER: Jim Schooler, Mayor Pro Tem
AYES: Abel, Schooler, Denison, Drozd, Lombardo

2. **Waive further reading of all ordinances (if any in the agenda) and read by title only.**

MOTION:

Waive further reading of all ordinances and read by title only.

3. **Town Council - Regular Meeting Minutes - Feb 16, 2021 6:00 PM**

MOTION:

Approve the meeting minutes of February 16, 2021 as presented.

4. **Approve the Authorization to Release Request for Proposal for Project Management Services for Proposition 68 Project**

MOTION:

Authorize the release of the Request for Proposals for project management services for the Proposition 68 Project.

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

PUBLIC COMMENT

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

Mel Flint, Yucca Valley spoke on behalf of his neighbor regarding challenges with recent State regulations relating to the western Joshua tree and how it is affecting a sewer connection project.

Tyler Fowlkes, Yucca Valley spoke on local veteran services and offered suggestions on additional wellness opportunities.

Dr. Debra Savitt, Yucca Valley commented on the need for diversity with the Town Council invocations.

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

DEPARTMENT REPORTS

public bidding/auction process or through disposition through auto dismantling services.

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

Mayor Abel pulled Consent Agenda Item #9 and Item#10 for discussion.

ITEMS PULLED FROM CONSENT

11. **Award of Engineering Design Services Contract for Little League Drive Pedestrian Improvement Project; Town Project No. 7005-2020; ATP No. 5466(025), KOA Corporation**

Formerly Consent Agenda Item #9

MOTION:

Award a contract for professional engineering design services to KOA Corporation for the design and preparation of bid ready construction documents for the Little League Pedestrian Improvement Project, Town Project No. 7005-2020; ATP No. 5466(025), in the amount of \$79,910.00; and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete the project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Lombardo, Council Member
SECONDER: Rick Denison, Council Member
AYES: Abel, Schooler, Denison, Drozd, Lombardo

12. **Resolution 21-10 -Proposition 68 Project Manager Services, Rejection of Bids, Authorization to re-release Request For Proposals, (RFPs)**

Formerly consent agenda item #10

Deputy Town Manager Stueckle explained the criteria for the project manager.

MOTION:

Reject the bid for the Project Management Services for Proposition 68 Project and adopt Resolution No. 21-10, authorizing staff to re-release Request for Proposals for the Project Management Services for Proposition 68 Project.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Merl Abel, Mayor
SECONDER: Jim Schooler, Mayor Pro Tem
AYES: Abel, Schooler, Denison, Drozd, Lombardo

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
JUNE 22, 2021**

OPENING CEREMONIES

CALL TO ORDER

Mayor Abel called the meeting to order at 5:00 PM.

ROLL CALL

PRESENT: Abel, Schooler, Denison, Drozd, Lombardo

ABSENT:

DEPARTMENT REPORTS

1. Award of Professional Services Agreement to Dahlin Group Inc., for Proposition 68 - Aquatics and Recreation Center - Project Management Services.

Deputy Town Manager Stueckle presented the staff report for the award of a professional services agreement to provide project management services for the Proposition 68 Project - Aquatics and Recreation Center. Stueckle introduced Stephanie Fujimura, Principal with The Dahlin Group.

Stephanie Fujimura introduced the Dahlin team and provided an overview of their proposal as Project Manager for the Aquatics and Recreation Center.

Mayor Abel opened public comment.

Ken Nyquist, Yucca Valley commented against the estimated cost of renovating the old library facility into Town offices. Mr. Nyquist also spoke against the Dahlin Group contract including the requirement for the Town to pay for reimbursable expenses over and above the contract price.

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

Deputy Town Manager Stueckle provided explanation on the reasoning for hiring a project manager outside of the Town's limited staff. The reproducible expenses included in the contract is part of the standard cost of doing business.

Council Member Lombardo requested clarification that the contract is for contracting with an entire firm, not just an individual person.

Council Member Drozd commented on the budget for reimbursable expenses.

Council member Denison: thanked Ms. Fujimura for the presentation and thanked staff for their diligence in the review of several firms.

Mayor Pro Tem Schooler thanked Ms. Fujimura for the detailed presentation.

Mayor Abel thanked Ms. Fujimura and inquired about the construction timeline.

MOTION:

Authorize the Town Manager to enter into a professional services agreement with Dahlin Group Inc., to provide project management services for the Proposition 68 Project - Town of Yucca Valley Aquatics and Recreation Center project in the amount not to exceed \$628,500; and authorize the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete this project.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Denison, Council Member
SECONDER:	Robert Lombardo, Council Member
AYES:	Abel, Schooler, Denison, Drozd, Lombardo

ANNOUNCEMENTS

Upcoming Meeting Schedule

The next Yucca Valley Town Council meeting of July 6, 2021 has been canceled due to a lack of a quorum.

With no further business, Mayor Abel adjourned the meeting at 5:37 PM.

Respectfully Submitted,

Brooke Vrhovnik
Deputy Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
OCTOBER 14, 2021**

OPENING CEREMONIES

CALL TO ORDER

Mayor Merl Abel called the meeting to order at 5:00 PM.

ROLL CALL

PRESENT: Abel, Schooler, Denison, Drozd, Lombardo

ABSENT:

Staff Members Present: Town Manager Yakimow, Deputy Town Manager Stueckle, Public Works Director Baldizzone, Community Services Manager Earnest, Finance and Accounting Supervisor Boyer, Human Resources and Risk Manager Breidenbach-Sterling, Town Attorney Jex, and Town Clerk Copeland

PLEDGE OF ALLEGIANCE

Led by Council Member Lombardo

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Merl Abel, Mayor
AYES: Abel, Schooler, Denison, Drozd, Lombardo

DEPARTMENT REPORTS

1. Prop 68 Aquatics & Recreation Center Project Final Recommendation

Town Manager Yakimow presented the staff report, providing an overview of the Prop 68 Aquatics and Recreation Facility project.

Town Manager Yakimow, Community Services Manager Earnest, and the Dahlin Team presented the project history.

The Dahlin Team presented the current project's decision-making process on facility components to reach the final recommendation. An analysis of the site location and facility layout was also presented.

Town Manager Yakimow presented project cost summaries, funding sources and phasing alternatives.

Mayor Abel opened public comments.

Jennifer Cusack, Yucca Valley spoke of community challenges with the need of additional ball field space.

Mike (online) inquired if a new skate park would be included with the project.

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

Town Manager Yakimow explained the current Prop 68 competitive grant process, seeking an updated skate park design.

Mayor Abel provided local youth sentiments on the need for improvements on the outdated skate park.

Council Member Drozd asked for clarification on site comparisons between the north and south locations.

Council Member Lombardo thanked the Dahlin team for the presentation and assistance with the project. Lombardo expressed he is in favor of the proposed site on the north side of Little League Drive.

Mayor Pro Tem Schooler inquired if there was adequate parking available at the proposed site and asked about restroom/locker room facility access from the gymnasium. Schooler thanked Assemblyman Chad Mayes for his assistance in getting the funding for Yucca Valley to make this project possible and noted he would prefer not to phase the project.

Council Member Denison thanked staff and consultants for continuing to move the project forward and spoke on street-view aesthetics. Denison commented on current construction costs and would prefer to build the facility in one phase. Denison inquired on the planned depth within the proposed swim lanes.

Council Member Lombardo asked about accessibility entrances into the pool and inquired on the location of the splash pad as referenced in the presentation.

Mayor Abel, confirmed consensus amongst the Council to not phase the project and requested an explanation of the bid process.

Mayor Abel also inquired on the design process including additional cost analysis and project features. Abel asked if a bond issue makes sense for upcoming projects and spoke of the need for spectator areas within the gymnasium design.

MOTION:

1. Receive and file the Prop 68 Aquatics and Recreation Project Update;
2. Approve Option #1, including both the Natatorium and core support facilities, and Gymnasium as the desired facility configuration;
3. Approve the Brehm Park North site as the desired facility site;
4. Authorize the release of Request for Proposal for facility design;
5. Direct staff to return with a modified budget recommendation to accommodate Option #1.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Rick Denison, Council Member
SECONDER: Jim Schooler, Mayor Pro Tem
AYES: Abel, Schooler, Denison, Drozd, Lombardo

PUBLIC COMMENTS

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

Jennifer Cusack Yucca Valley, spoke favorably of the recent little league season and thanked the Town for the commitment to the facility.

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

Mayor Abel thanked staff for their recent maintenance on the current Yucca Valley High School pool facility.

With no further business, Mayor Abel adjourned the meeting at 6:25 p.m.

Respectfully Submitted,



Lesley Copeland, CMC
Town Clerk

Ratify the Warrant Registers totaling \$864,596.35 dated December 15, 2021, and \$421,071.83 dated December 16, 2021.

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

DEPARTMENT REPORTS

10. Award of Architectural and Engineering Consultant Design Professional Services Agreement, to HMC Architects, for Proposition 68 - Aquatics and Recreation Center Project.

Deputy Town Manager Stueckle presented the staff report and turned the presentation over to Prop 68 Aquatics and Recreation Center Project Manager Stephanie Fujimura, of the Dahlin Group. Fujimura provided background on bid process for the project architecture and design firm. HMC Architects Managing Principal Brad Glassick provided comments on looking forward to working for the Town on this important project.

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

Council Member Lombardo commented on the high level of experience the firm has and will benefit the Town in delivering the project.

Mayor Pro Tem Denison commented on the positive engagement the Dahlin team has provided while working with the Town through the process so far.

Council Member Abel thanked the entire team for getting through the vetting process and noted a great turnout with the request for proposals.

Mayor Schooler thanked the team for working through the process.

Council Member Drozd noted excitement with the upcoming project and commented favorably on the process.

MOTION:

Approve the professional service agreement for Architectural and Engineering Design Consultant Services for the Aquatics and Recreation Center project and awards 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.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Lombardo, Council Member
SECONDER:	Rick Denison, Mayor Pro Tem
AYES:	Schooler, Denison, Abel, Drozd, Lombardo

Review the current list of Ad-Hoc Committees and assignments and make changes as needed.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Merl Abel, Council Member
SECONDER: Jeff Drozd, Council Member
AYES: Schooler, Denison, Abel, Drozd, Lombardo

10. Approval of revised contract with Southwest Networks, Inc.

Senior Management Analyst Rice presented the staff report requesting the approval of a revised contract with Southwest Networks, Inc. for managed IT services.

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

Mayor Denison thanked staff for the continued attention to the Town's network security and public access.

MOTION:

1. Approve the revised contract with Southwest Networks, Inc. for IT managed services, for the time period of January 1, 2023 - June 30, 2024, and
2. Amend the approved FY 22-24 budget for Information Technology Professional Services from \$105,000 to \$160,000 for FY 22/23, and from \$110,000 to \$170,000 for FY 23/24, and
3. Amend the approved FY 22-24 budget for Information Technology Software Licenses from \$115,057 to \$140,000 for FY 22/23 and from \$132,015 to \$160,000 for FY 23/24, and
4. Authorize the Town Manager to sign all related documents in a form approved by the Town Attorney and make any non-substantive changes.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Rick Denison, Mayor
SECONDER: Merl Abel, Council Member
AYES: Schooler, Denison, Abel, Drozd, Lombardo

11. Architectural and Engineering Professional Services Agreement with HMC Architects for Proposition 68 - Aquatics and Recreation Center Project - Amendment 1

Town Manager Yakimow presented the staff report requesting an amendment to the professional service agreement with HMC Architects to add the design of a photovoltaic solar system for the Aquatics and Recreation Center project.

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

Council Member Abel requested confirmation on the target of approximate 50% offset to projected energy demand of the facility.

MOTION:

Approve amendment 1 to the professional service agreement for added services related to the design of a PV solar system for the Aquatics and Recreation Center project in the amount not to exceed \$181,200.00, increasing the total professional services agreement from \$1,901,421 to \$2,082,621, and authorizing the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete this project.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Robert Lombardo, Mayor Pro Tem

SECONDER: Jeff Drozd, Council Member

AYES: Schooler, Denison, Abel, Drozd, Lombardo

12. California State Auditor's Local Government High-Risk Dashboard Review

Town Manager Yakimow presented the website for the California State Auditor's Dashboard for the review of the financial health of California's cities. The Town of Yucca Valley is within the top 2.5% for financial health.

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

Council Member Schooler thanked the Town's Management and Financial team for their diligence with the Town's finances.

RESULT: **NO MOTION MADE**

PUBLIC COMMENTS

Mayor Denison opened public comments for items not on the agenda. With no members of the public wishing to speak, public comments were closed.

STAFF REPORTS AND COMMENTS

Captain Warrick provided an update on the availability of toys after a recent holiday toy drive.

Human Resources and Risk Manager Breidenbach-Sterling, announced the upcoming annual point in time count being held on January 21st and volunteers are needed for the event.

Community Services Manager Earnest announced the Town has 33 teams playing in the Town's youth basketball league.

Stephanie Fujimura, Principal and Senior Architect for Dahlin, presented the staff report as the Project Manager for the Town's Aquatics and Recreation Center. Fujimura provided an update on the project status.

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

Mayor Denison inquired on the use of the facilities chosen branding colors.

Council Member Abel asked about the security fencing and proposed solar arrays.

Council Member Schooler inquired on the proposed number of parking spaces.

Erica DiCioccio Dahlin Project Manager continued the presentation for the award of construction manager services to SafeworkCM. DiCioccio provided an update on recent project progress and the selection process for the project's construction management. After careful consideration, the award of contract is being presented to SafeworkCM.

The SafeworkCM team introduced themselves and provided an overview of their services.

Town Manager Yakimow presented a brief project budget update.

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

Council Member Drozd inquired if the SafeworkCM team will be onsite during construction.

Council Member Abel thanked the professional team and the SafeworkCM team for being here and noted the high level of expertise working on this project.

Mayor Denison thanked everyone for being here tonight.

MOTION:

RESULT: NO MOTION MADE

11. Award of Construction Management Services Professional Services Agreement, to SAFEWORKCM, for Proposition 68 - Aquatics and Recreation Center Project.

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

MOTION:

Approve the professional service agreement for Construction Management Consultant Services for the Aquatics and Recreation Center project and awards the professional

service agreement to SAFEWORKCM in the amount not to exceed \$830,330.00, authorizing the Town Manager, Town Attorney, and the Mayor to sign all necessary documents to complete this project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor
AYES: Rick Denison, Merl Abel, Jeff Drozd, Jim Schooler
EXCUSED: Robert Lombardo

12. Revenue Measure Oversight Commission Appointments

Town Clerk Copeland presented the staff report for the reappointment of Tyler Fowlkes and Joel Camp to the Revenue Measure Oversight Commission for another 4-year term ending April 1, 2027. Commissioner Burge is not seeking reappointment, creating a vacancy, which will commence a recruitment process.

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

MOTION:

1. Re-appoint Joel Camp, effective 04/04/2023, as a Revenue Measure Oversight Commissioner for a four-year term ending on 04/01/2027, and
2. Re-appoint Tyler Fowlkes, effective 04/04/2023, as a Revenue Measure Oversight Commissioner for a four-year term ending on 04/01/2027

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor
AYES: Rick Denison, Merl Abel, Jeff Drozd, Jim Schooler
EXCUSED: Robert Lombardo

PUBLIC COMMENTS

Mayor Denison opened public comments for items not on the agenda. With no members of the public wishing to speak, public comments were closed.

STAFF REPORTS AND COMMENTS

Public Works Director updated the Town Council on current capital projects.

Community Services Manager Earnest announced the new spring/summer activity guide is now available.

Town Manager Yakimow announced the upcoming Revenue Measure Oversight Commission meeting on April 3, 2023.

Council Member Abel inquired on the referral process while interacting with the unhoused individuals in our area.

Council Member Drozd thanked Breidenbach-Sterling and the Point-in-Time volunteers.

Mayor Denison thanked Town staff and the County of San Bernardino for the outreach and work with the unhoused population in our area.

RESULT: NO MOTION MADE

17. Yucca Valley Aquatic and Recreation Center Project. Authorization to release Request for Pre-Qualifications of Contractors.

Public Works Director Qishta presented the staff report, requesting the approval to release an RFQ to pre-qualify for a general contractor for the construction of the Yucca Valley Aquatics and Recreation Center.

Deputy Town Manager Stueckle explained the pre-qualification process with this large project.

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

MOTION:

Authorize the release of a Request for Pre-Qualifications of Contractors for the Yucca Valley Aquatic and Recreation Center Project.

RESULT: APPROVED [UNANIMOUS]

MOVER: Robert Lombardo, Mayor Pro Tem

SECONDER: Jim Schooler, Council Member

AYES: Denison, Lombardo, Abel, Drozd, Schooler

18. Council Member Compensation; Introduction of Ordinance

AN ORDINANCE OF THE TOWN OF YUCCA VALLEY AMENDING SECTIONS 2.05.010 OF THE TOWN MUNICIPAL CODE TO SET CERTAIN COMPENSATION LEVELS FOR COUNCIL MEMBERS

Town Clerk Copeland read the title of the ordinance and presented the staff report including a proposed increase of compensation levels from \$610.00 to \$671.00 monthly, beginning January 1, 2025.

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

Council Member Drozd suggested keeping Flag Day and adding Memorial Day.

MOTION:

Approve minor modification to the Town Flag Etiquette Policy, keeping Flag Day and adding Memorial Day to the flag display schedule in the Town of Yucca Valley.

RESULT: APPROVED [UNANIMOUS]
MOVER: Jeff Drozd, Council Member
SECONDER: Merl Abel, Council Member
AYES: Robert Lombardo, Merl Abel, Jeff Drozd, Jim Schooler
EXCUSED: Rick Denison

DEPARTMENT REPORTS

24. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009, Approval of List of Qualified Contractors; Authorization to Release Plans and Specifications to Qualified Contractors for Construction Bidding Purposes.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE LIST OF QUALIFIED CONTRACTORS AND AUTHORIZING THE RELEASE OF PLANS AND SPECIFICATIONS TO THE QUALIFIED CONTRACTORS FOR THE YUCCA VALLEY AQUATIC AND RECREATION CENTER PROJECT AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

Public Works Director Qishta presented the staff report for the request for approval of a list of qualified contractors for the Yucca Valley Aquatics and Recreation Center.

Deputy Town Manager Stueckle explained the project team is anticipating the award of contract in November 2023.

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

Council Member Drozd inquired on the proposed completion date and commented on the highly qualified list of potential contractors.

Council Member Abel agreed with Council Member Drozd about having 4 very qualified contractors interested in the project.

Mayor Pro Tem Lombardo thanked Public Works Director Qishta and the project team in keeping the project moving forward.

MOTION:

1. Adopt Resolution 23-31
2. Approve the list of qualified contractors, including Swinerton Builders, Erickson-Hall Construction Co., Neff Construction, Inc., and Pinner Construction, as the only contractors eligible to submit construction bids for the project.
3. Approve the plans and specifications, subject to non-substantive changes and modifications as approved by the Town Manager.
4. Authorize the release of the Plans and Specifications to the qualified contractors identified in this staff report to bid on the Yucca Valley Aquatic and Recreation Center Project, Town Project No.6009.
5. Authorize and direct the Town Clerk to advertise and receive bids.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Merl Abel, Council Member

SECONDER: Robert Lombardo, Mayor Pro Tem

AYES: Robert Lombardo, Merl Abel, Jeff Drozd, Jim Schooler

EXCUSED: Rick Denison

25. Independent Audit Contract Amendment No. 3 and Award

Finance Manager Gumbish presented the staff report for the third amendment to the financial audit contract with Rogers, Anderson, Malody and Scott.

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

MOTION:

1. Amend the Agreement with Rogers, Anderson, Malody & Scott, LLP, extending the agreement for an additional three-year period commencing with fiscal year 2023-24 for a total contract amount not to exceed \$165,350 as indicated in Exhibit 1.
2. Authorize the Town Manager and Town Attorney to sign all necessary contract documents.
3. Authorize the Town Manager and/or Finance Manager to sign the engagement letters annually for the term of the contract.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Robert Lombardo, Mayor Pro Tem

SECONDER: Merl Abel, Council Member

AYES: Robert Lombardo, Merl Abel, Jeff Drozd, Jim Schooler

EXCUSED: Rick Denison

26. Essig Park Improvements Project, Town Project No. 8519, Approval of Extra Work – Change Order #1, Measure Y Program Funding

Public Works Director Qishta presented the staff report providing an overview of a request for funding additional work as part of the current renovations at Essig Park.

3. Introduction: New Town Employees

Public Works Director Qishta introduced new skilled maintenance workers, William Nipper and Justin Hesse.

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Robert Lombardo, Mayor Pro Tem
AYES: Denison, Lombardo, Abel, Drozd, Schooler

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

4. Waive further reading of all ordinances (if any in the agenda) and read by title only.**MOTION:**

Waive further reading of all ordinances and read by title only.

5. Town Council - Regular Meeting Minutes - Oct 3, 2023 6:00 PM**MOTION:**

Approve the meeting minutes of October 3, 2023 as presented

6. Town Council - Regular Meeting Minutes - Oct 17, 2023 6:00 PM**MOTION:**

Approve the meeting minutes of October 17, 2023 as presented

7. Approve the Yucca Valley Sports Complex Masterplan, Award of Contract, BMLA Landscape Architecture, \$118,094 Professional Design Services**MOTION:**

Award a professional design agreement for the Yucca Valley Sports Complex Masterplan to BMLA Landscape Architecture in the amount of \$118,094.00, authorizing the Town Manager, Town Attorney, and Mayor to sign all documents necessary for the project.

8. Approve the Yucca Valley Aquatic and Recreation Center Project – Town Project 6009 Award of Contract for Inspection Services, Geocon West, Inc., \$397,440.**MOTION:**

That the Town Council awards a professional services agreement 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 all documents for these services.

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

MOTION:

Receive and file the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023.

RESULT: NO MOTION MADE

13. Yucca Valley Aquatic and Recreation Center Project – Town Project 6009 Resolution No. 23-36, Rejection of Bid, Authorization to re-bid.

Public Works Director Qishta presented the staff report requesting the rejection of the sole bid received and approve the re-release of the Request for Proposals.

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

Council Member Abel inquired if there is a way to streamline the bidding process.

Council Member Schooler asked if the larger project cost would affect any other of the Town's current's project and if there are any other funding sources to assist with costs.

MOTION:

Reject the sole bid for the Yucca Valley Aquatic and Recreation Center Project from Neff Construction, Inc., Town Project No. 6009, and adopt Resolution No. 23-36, authorizing and directing the Town Clerk to re-advertise and receive bids.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rick Denison, Mayor

SECONDER: Jim Schooler, Council Member

AYES: Rick Denison, Merl Abel, Jeff Drozd, Jim Schooler

EXCUSED: Robert Lombardo

FUTURE AGENDA ITEMS

Council Member Abel requested future agenda item discussing Gates of Spain proposed business plan change and also would like a review of businesses and continual sidewalk sales.

PUBLIC COMMENTS

Mayor Denison opened public comments for items not on the agenda. With no members of the public wishing to speak, public comments were closed.

DEPARTMENT REPORTS

9. **Yucca Valley Aquatic and Recreation Center Project – Town Project 6009, Award of Construction Contract. Resolution No. 24-13 Approving Addendum No.3 to the previously adopted Initial Study/Mitigated Negative Declaration and Resolution No. 24-14 SRF Budget Amendment**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA, APPROVING ADDENDUM NO. 3 TO THE PREVIOUSLY ADOPTED INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE BREHM YOUTH SPORTS PARK PROJECT AND AWARDING A CONSTRUCTION CONTRACT FOR THE AQUATICS AND RECREATION CENTER PROJECT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FISCAL YEAR 2023-24 BUDGET.

Public Works Director Qishta presented the staff report for the award of construction contract for the Yucca Valley Aquatics and Recreation Center (YVARC) to Robert Clapper Construction Services, Inc.

Jon Wollam, Vice President of Robert Clapper Construction, Inc. spoke on the project as a major milestone for the community and thanked the Town Council for the opportunity.

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

Council Member Schooler commented on the exciting project for the community and thanked staff for their work in reaching this point.

Council Member Abel congratulated RC Construction and welcomed the business to the community. Abel noted it is great to see this project in the Morongo Basin and thanked the collection of funding partners in helping to make the project happen.

Council Member Denison thanked RC Construction for their work on the proposal and thanked the community and funding partners for their support.

Mayor Pro Tem Drozd thanked former Assembly Member Mayes and Third District Supervisor Rowe for their vision and support for the project. This will be a huge asset for the community.

Mayor Lombardo expressed excitement for the project as it will provide much needed indoor activity space and an updated aquatics experience.

MOTION:

Adopt 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.

Adopt Resolution No. 20-14 approving a budget amendment to the FY 2023-24 Special Revenue Fund Budget appropriating an additional \$13,554,598.00 of Town funds, as identified in Exhibit A.

Approve 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 the Yucca Valley Aquatic and Recreation Center Project.

Authorize construction and construction contingencies in the total amount of \$41,000,000.00; to include \$1,447,000.00 contingency and \$956,000.00 for Alternative Bid No. 2.

Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorize the Town Manager or designee to expend contingency funds, if necessary, for project completion.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rick Denison, Council Member
SECONDER: Robert Lombardo, Mayor
AYES: Denison, Lombardo, Abel, Drozd, Schooler

10. Revenue Measure Oversight Commission Appointment

Town Clerk Copeland presented the staff report seeking an appointment to the Town's Revenue Measure Oversight Commission. A vacancy occurred at the end of February 2024 when Commissioner George Huntington resigned. Following the recruitment period, five applications were received from interested individuals.

Mayor Lombardo opened public comments.

Applicants Jerome Manne and Emeterio Jimenez introduced themselves to the Town Council.

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

Council Member Denison noted he spoke to each of the applicants and appreciates the willingness all expressed in serving their community.

Public Works Director Qishta introduced Edward Grantham as the new Facilities Maintenance Worker.

Senior Management Analyst Rice introduced Benjamin Hudgins as the new IT/AV Support Staff.

Chief Villanova introduced the new Battalion Chief Travis Aguiree with San Bernardino County Fire.

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Jeff Drozd, Mayor Pro Tem
AYES: Denison, Lombardo, Abel, Drozd, Schooler

3. Approve the Yucca Valley Aquatic and Recreation Center Project – Town Project 6009 Consultant Services Contract Modifications

MOTION:

Approve the amendment of the professional services budgets increasing in the amount of \$211,947 to SAFEWORKCM; and the amount of \$18,500 for Dahlin Architectural; and the amount of \$131,200 to HMC Architects.

4. Approve the Town Parks/Facilities Contract Services: Award of Contract, Desert Arc

MOTION:

Award a four-year contract for professional services to Desert Arc for Parks/Facilities janitorial services through fiscal year 2027/2028, in the amount of \$63,223.32 for fiscal year 2024/2025 with a contract total over four years of \$272,500.32, and authorize the Town Manager, Town Attorney, and the Mayor to sign the standard professional services agreement and all necessary documents to implement the services.

5. Approve the Building & Safety Contract Services; Approval of Agreement with Charles Abbott Associates, FY 2024 through June 30, 2028.

MOTION:

Approve the Agreement with Charles Abbott Associates to provide contract Building & Safety Services for the period of July 1, 2024, through June 30, 2028, and authorize the Mayor, Town Manager and Town Attorney to sign the agreement.

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
NOVEMBER 5, 2024**

OPENING CEREMONIES

CALL TO ORDER

Mayor Robert Lombardo called the meeting to order at 6:00 PM.

ROLL CALL

PRESENT: Denison, Lombardo, Abel, Drozd, Schooler

ABSENT:

PLEDGE OF ALLEGIANCE

Led by Mayor Lombardo

INVOCATION

Led by Communications Council Lisa Edwards, Church of Jesus Christ of Latter-Day Saints

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

1. Town Council - Regular Meeting Minutes- Oct 1, 2024 6:00 PM

MOTION

Approve the meeting minutes of October 1, 2024 as presented.

2. **Approve the Second Reading and Adoption of Ordinance No. 319**

MOTION:

Adopt Ordinance 319 entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 9.55 SIDEWALK VENDING, SECTIONS 9.55.020 DEFINITIONS AND 9.55.050 ROADSIDE VENDING TO ESTABLISH REGULATIONS FOR MOBILE FOOD VENDING IN PARKS, PUBLIC STREETS, PRIVATE PROPERTY, AND FOOD TRUCK EVENTS

3. **Approve the Second Reading and Adoption of Ordinance No. 320**

MOTION:

Adopt Ordinance 320 entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 9.07 RESIDENTIAL AND HILLSIDE RESERVE DISTRICTS, CHAPTER 9.08 STANDARDS AND REGULATIONS FOR SPECIFIC USES IN RESIDENTIAL AND HILLSIDE RESERVE DISTRICTS, CHAPTER 9.09 COMMERCIAL DISTRICTS, CHAPTER 9.10 INDUSTRIAL DISTRICTS, CHAPTER 9.47 DENSITY BONUS, AND CHAPTER 9.48 EMERGENCY TRANSITIONAL HOUSING AND SINGLE ROOM OCCUPANCY UNITS, PURSUANT TO THE ADOPTED TOWN OF YUCCA VALLEY GENERAL PLAN 2022 HOUSING ELEMENT PROGRAMS H1-1 THROUGH H5-4

4. **Approve the Second Reading and Adoption of Ordinance No. 321**

MOTION:

Adopt Ordinance 321 entitled:

AN ORDINANCE, REPEALING CHAPTER 5.12 PEDDLERS, HAWKERS, AND SOLICITORS; OF TITLE 5, OF THE YUCCA VALLEY MUNICIPAL CODE.

5. **Approve the Rejection of Claim**

MOTION:

Reject one Claim filed against the Town of Yucca Valley submitted on September 23, 2024 by Megan Koster, Esq. of Wilshire Law Firm, on behalf of Debbie Leanna Rowe.

6. **Approve the Correction of Amendment Numbers to Agreement with HMC Architects for Architectural and Engineering Services – Yucca Valley Aquatics and Recreation Center**

MOTION:

Approve the correction of Amendment numbers to the 2022 agreement with HMC Architects for Architectural and Engineering Design services and authorize the Town Manager to sign the correctly numbered amendment.

Attorney and Mayor to sign all necessary documents to implement the agreements.

7. **Approve the Summary of the Governor's Preliminary FY 2025-26 State Budget Proposal**

MOTION:

Receive and file the brief of the Governor's FY 2025-26 preliminary budget.

8. **Approve the Yucca Valley Aquatic and Recreation Center Project – Town Project No. 6009, approving Audio and Video technology for the Project through AVI**

MOTION:

Approve the proposal submitted by AVI for providing audio and video technology for the project in the amount of \$599,958.35.

9. **Approve the Town Project No. 5009; California Welcome Center Roof Replacement Project; Notice of Completion, Final Project Report**

MOTION:

Accept the project as substantially complete, authorize staff to file the Notice of Completion, authorize the reduction of the Faithful Performance Bond to 10%, and direct staff to retain the Labor and Material Bond for six (6) months for Project No. 5009.

10. **Approve the Facility Policy Update**

MOTION:

Review and approve the modifications to the existing Town of Yucca Valley Facility Policy as recommended by the Parks, Recreation & Cultural Commission.

11. **Adopt the Amendment of the Authorized Position List and Salary Schedule**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING POSITIONS AND SALARY SCHEDULES FOR FISCAL YEAR 2023-2024, FISCAL YEAR 2024-2025 AND FISCAL YEAR 2025-2026

MOTION:

Adopt Resolution No. 25-01 authorizing positions and pay ranges for such positions as identified in Exhibit A and Exhibit B.

12. **Approve the Treasurer's Report for the Quarter Ending December 31, 2024**

MOTION:

Receive and file the Treasurer's Report for the second quarter of FY2024-25.

13. **Approve the AB1234 Reporting Requirements**

MOTION:

Receive and file the AB1234 Reporting Requirement Schedule for the month of December 2024.

14. **Approve the Ratification of Warrant Registers**

MOTION:

Ratify the Payroll Registers totaling \$247,373.93 dated December 06, 2024, and

3. Approve the Formation of an Ad Hoc Committee for Town Manager Employment Agreement Negotiations

MOTION:

Create an ad hoc committee consisting of the Mayor and Mayor Pro Tem to serve on the committee to negotiate possible amendments to the Town Manager's Employment Agreement for consideration by the full Town Council at a future public meeting.

4. Adopt the Yucca Valley Aquatic and Recreation Center Project – Town Project 6009 Budget Amendment and Consultant Services additional fund

MOTION:

1- Adopt Resolution No. 25-03 approving a budget amendment to the FY 2025-26 Special Revenue Fund Budget appropriating an additional \$1,000,000 of Town Capital Project Reserve funds, as identified in Exhibit A.

2- Approve contract amendments for increases in the amount of \$335,880 to SAFEWORKCM; \$85,000 for Landmark Geo-Engineers; \$400,000 to HMC Architects, and \$79,000 to Dahlin.

5. Approve the Authorization to Purchase Replacement Fleet Vehicle and Declaration of Surplus Equipment and Vehicles

MOTION:

1- Approve the purchase of a 2025 Jeep Cherokee Summit 4x4 from Joshua Tree Chrysler Dodge Jeep Ram in the amount of \$73,003.71 and authorize the Mayor, Town Manager, and Town Attorney to sign all documents necessary for the purchase; and authorize an additional \$4,000.00 if manufacturing changes affect the purchase price.

2- Declare Unit #11, #16, #53, #54, #58, #64, and #76 as described in this staff report as surplus, and approves the sale of surplus equipment and supplies, authorizing the Town Manager to auction/sell through a public bidding/auction process or through disposition through auto dismantling services.

3- Authorize the Town Manager to execute all vehicles sales paperwork for disposing of Town surplus vehicles and equipment.

6. Approve the AB1234 Reporting Requirements

MOTION:

Receive and file the AB1234 Reporting Requirement Schedule for the month of January 2025.

7. Approve the Ratification of Warrant Registers

MOTION:

Ratify the Payroll Registers totaling \$249,675.47 dated January 03, 2025, \$262,816.88 dated January 17, 2025, and \$221,419.66 dated January 31, 2025.

Ratify the Warrant Registers totaling \$84,680.49 dated January 06, 2025, \$4,280,407.42 dated January 17, 2025, and \$1,004,101.63 dated January 31, 2025.

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



To: Town Council

From: Iryna Hess, Staff Accountant

Date: June 8, 2026

Meeting Date: June 16, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

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

Town of Yucca Valley

AB1234

Council Member Meeting Schedule

May 2026

Date of Travel	Organization	Description	Location
Mayor Merl Abel			
05/14/2026-05/15/2026	SBCTA	2026 City County Conference	Lake Arrowhead, CA
05/18/2026-05/20/2026	ICSC	2026 ICSC Conference	Las Vegas, Nevada
Mayor Pro Tem Jim Schooler			
No reportable meetings			
Council Member Rick Denison			
05/06/2026-05/08/2026	SCAG	2026 Regional Conference & General Assembly	Palm Desert, CA
05/14/2026-05/15/2026	SBCTA	2026 City County Conference	Lake Arrowhead, CA
05/20/26	League of California Cities	Desert Mountain Division Meeting	Ontario, CA
Council Member Jeff Drozd			
05/14/2026-05/15/2026	SBCTA	2026 City County Conference	Lake Arrowhead, CA
05/28/26	Mojave Desert and Mountain Recycling Authority	JPA Board Meeting	Victorville, CA
Council Member Robert Lombardo			
05/14/2026-05/15/2026	SBCTA	2026 City County Conference	Lake Arrowhead, CA
05/20/26	League of California Cities	Desert Mountain Division Meeting	Ontario, CA

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



To: Town Council

From: Iryna Hess, Staff Accountant, Jordan Gumbish, Finance Manager

Date: June 8, 2026

Meeting Date: June 16, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Registers totaling \$292,424.62 dated May 08, 2026, and \$362,008.95 dated May 22, 2026. Ratify the Warrant Registers totaling \$3,575,720.64 for the period of May 1, 2026, through May 31, 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 - May 08, 2026
2. Payroll Register - May 22, 2026
3. Warrant Register 05.01.26-05.31.26

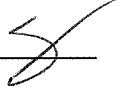
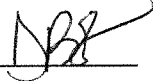
TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE -May 08, 2026

Fund Distribution Breakdown

Fund Distribution

General Fund	\$268,817.54
Gas Tax Fund	3,567.10
Measure I Fund	14,141.95
Measure Y Fund	5,898.03

Grand Total Payroll	<u><u>\$292,424.62</u></u>
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Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period - Paid 05/08/2026
(April 18, 2026 - May 01, 2026)

Checks: xxxx - xxxx

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	-	0.00	-
Direct Deposit	154,480.33	0.00	154,480.33
Sub-total	154,480.33		154,480.33
<u>Employee Tax Withholding</u>			
Federal	20,210.40		20,210.40
Medicare	2,881.56	2,881.64	5,763.20
Medicare Surtax	-	-	-
State	8,619.17		8,619.17
Sub-total	31,711.13	2,881.64	34,592.77
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		-	-
Deferred Compensation	7,925.29	3,833.15	11,758.44
PERS Survivor Benefit	49.00		49.00
Health Café Plan	3,764.09	17,809.96	21,574.05
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	170.89		170.89
American Fidelity-FSA	516.26		516.26
PERS EE - Contribution 7.75 %	7,176.61		7,176.61
PERS EE - Contribution 7%	1,304.85		1,304.85
PERS EE - Contribution 8%	4,298.27		4,298.27
PERS Retirement - Employer 7.96%	-	7,371.09	7,371.09
PERS Retirement - Employer 10.19%	-	1,899.50	1,899.50
PERS Retirement - Employer 15.30%	-	8,220.47	8,220.47
PERS UAL Retirement - Employer 41.55%	-	22,324.18	22,324.18
Wage Garnishment - Employee	564.22	-	564.22
Life & Disability Insurance		1,701.31	1,701.31
Pension Fund Stabilization		1,705.27	1,705.27
Other Post Employee Benefit's		3,410.53	3,410.53
Unemployment Insurance		3,385.75	3,385.75
Workers' Compensation		5,804.15	5,804.15
Sub-total	25,886.16	77,465.36	103,351.52
Gross Payroll	\$212,077.62	\$80,347.00	\$292,424.62
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - May 22, 2026

Fund Distribution Breakdown

Fund Distribution	
General Fund	\$338,988.13
Gas Tax Fund	3,567.10
Measure I Fund	13,777.37
Measure Y Fund	5,676.35
 Grand Total Payroll	 <u><u>\$362,008.95</u></u>

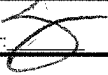
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown

Pay Period - Paid 05/22/2026

(May 02, 2026 - May 15, 2026)

Checks: xxxx - xxxx

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	-	0.00	-
Direct Deposit	178,186.41	0.00	178,186.41
Sub-total	178,186.41		178,186.41
<u>Employee Tax Withholding</u>			
Federal	33,823.97		33,823.97
Medicare	3,569.68	3,569.63	7,139.31
Medicare Surtax	-	-	-
State	13,871.94		13,871.94
Sub-total	51,265.59	3,569.63	54,835.22
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	-	-
Deferred Compensation	8,712.57	7,224.53	15,937.10
PERS Survivor Benefit	57.00		57.00
Health Café Plan	4,577.27	22,468.58	27,045.85
American Fidelity Pre-Tax	116.68		116.68
American Fidelity After-Tax	170.89		170.89
American Fidelity-FSA	516.26		516.26
PERS EE - Contribution 7.75 %	7,397.40		7,397.40
PERS EE - Contribution 7%	1,371.35		1,371.35
PERS EE - Contribution 8%	5,747.94		5,747.94
PERS Retirement - Employer 7.96%	-	7,597.83	7,597.83
PERS Retirement - Employer 10.19%	-	1,996.31	1,996.31
PERS Retirement - Employer 15.30%	-	10,992.95	10,992.95
PERS UAL Retirement - Employer 41.55%	-	29,853.37	29,853.37
Wage Garnishment - Employee	564.22	-	564.22
Life & Disability Insurance		1,665.05	1,665.05
Pension Fund Stabalization		2,185.97	2,185.97
Other Post Employee Benefit's		4,371.97	4,371.97
Unemployment Insurance		4,199.69	4,199.69
Workers' Compensation		7,199.49	7,199.49
Sub-total	29,231.58	99,755.74	128,987.32
Gross Payroll	\$258,683.58	\$103,325.37	\$362,008.95
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 5/01/2026 to 5/31/2026

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	WEX Bank	5/01/2026	Fuel	8,919.98
EFT	WEX Bank	5/08/2026	Fuel	107.26
EFT	Burke Williams and Sorensen LLP	5/08/2026	04/26 Professional Services	28,843.89
EFT	FORTE	5/08/2026	Invoices 89155869, 89155873	4,053.98
0066513	Victoria Montgomery	5/08/2026	Contracted Instructor, Stretch "N" Tone Class	159.60
0066526	The Murder Mystery Company	5/08/2026	Murder Mystery Spring Event	2,340.00
0066525	Sonsray Machinery, LLC	5/08/2026	Unit 30 Rear Axle Replacement, PO26-10204	12,834.44
0066522	William Michael Shamhart	5/08/2026	Contracted Instructor, Pickeball Clinics/Drills	365.40
0066469	AIS	5/08/2026	Monthly Maintenance & Supplies Contract for KIP 740C Plotter, 04/17/26-05/16/26	116.80
0066470	AIS	5/08/2026	04/26 Copy Charges per Lease	816.65
0066479	Colorado Studio LLC	5/08/2026	2026 YV Film Festival Professional Services, Dec 2025-Apr 2026	17,500.00
0066515	Lori Portillo	5/08/2026	Refund for EA 13-25 @8140 La Contenta Road	285.64
0066489	Frazier Pest Control, Inc.	5/08/2026	Invoices 261834, 262539	465.00
0066514	Nelson Mobile Services Inc	5/08/2026	Vehicle Maintenance	664.74
EFT	Harrell's LLC	5/08/2026	Parks Maintenance Supplies	1,364.77
EFT	Landmark Consultants, Inc	5/08/2026	Invoices LP0526-32, LPO526-33	939.20
0066527	Robert J Thompson	5/08/2026	Mileage Reimbursement	206.48
0066482	Dahlin Group, Inc.	5/08/2026	YV Aquatic Center Project Services, 03/01/26-03/31/26	4,740.00
EFT	Yunex LLC	5/08/2026	03/26 Traffic Signal Maintenance	333.32
0066507	Kevin Quinlan	5/08/2026	Invoices 042226, 042926	210.00
EFT	RHA Landscape Architects-Planners, Inc.	5/08/2026	YV Community Center Athletic Facilities Master Plan, 02/26/2026-03/25/2026	2,800.00
0066480	Regina Costello	5/08/2026	Contracted Instructor, Belly Dance Class	44.50
EFT	Mariposa Landscapes Inc.	5/08/2026	04/26 Landscape Maintenance	9,726.56
EFT	Joshua Curtis Slone	5/08/2026	Exercise Physiologist, Senior Programming	650.00
EFT	EcoFert, Inc.	5/08/2026	04/26 Monthly Program Fees	2,160.00
EFT	Shawn M Matteke	5/08/2026	Contracted Instructor, Senior Programming	550.00
EFT	Electryon Tech LLC	5/08/2026	Internet Service	129.00
0066521	Penny Lee Shadwick	5/08/2026	Contracted Instructor, Knit and Crochet Class	65.80
0066493	Geocon West Inc.	5/08/2026	YV ARC Project, Professional Services, thru 03/22/2026	8,597.50
0066471	American Public Works Association	5/08/2026	APWA Membership Dues, 06/01/2026-05/31/2027	3,287.00
0066534	Mary Worthen	5/08/2026	Contracted Instructor, Woodcarving Class	23.80
0066529	UniFirst Corporation	5/08/2026	Invoices 2200390334, 220393255	426.40
0066510	Meilani MacDonald	5/08/2026	Contracted Instructor, Arts and Crafts Club	44.10
EFT	Matthew Adams	5/08/2026	2026 Utility Box Art Stipend	500.00
0066488	First American Data Tree, LLC	5/08/2026	Monthly Subscription for Property Info Website	100.00
0066475	Lara Bennett	5/08/2026	Invoices Apr-26 Adult, Apr-26 Barre, Apr-26 Dance Fund, Apr-26 Intro, Apr-26 Kids, Apr-26 Tumblin	887.60
0066504	James McCubbin	5/08/2026	Invoices MR, Reimbursement	822.97
0066512	McCue Mechanical	5/08/2026	Senior Center Walk In Cooler Repair Service	500.00
EFT	Euna Solutions, Inc.	5/08/2026	Grant Management Sowtware Subscription, 05/01/2026-04/30/2027	4,000.00
0066536	Yucca Valley Sunset Rotary	5/08/2026	Invoices 104180100, 104180109	1,515.00
0066483	Letner Roofing Co	5/08/2026	Senior Center Roof Replacement Project	10,579.20
0066501	Hi-Desert Metal & Gas Supply	5/08/2026	Invoices 644, 655	2,235.03
0066505	Julie Reints	5/08/2026	Natural Insect Repellent Workshop 18	540.00
EFT	Genesi LLC	5/08/2026	04/2026 Professional Services	10,000.00

Town of Yucca Valley

Warrant Register from 5/01/2026 to 5/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066473	AT&T MOBILITY	5/08/2026	Cell Phone Service	552.07
0066474	Be CARB Compliant	5/08/2026	OBD Test	125.00
0066476	BSN Sports	5/08/2026	Pickleball and Volleyball Nets Supply	481.91
EFT	Parkers Building Supply	5/08/2026	Credit Card	178.97
EFT	BURRTEC WASTE & RECYCLING SERVICES LLC	5/08/2026	Invoices FY24/25, FY25-26	1,133,134.99
0066477	CALIFORNIA BUILDING STANDARDS COM	5/08/2026	SB1473 Fee Report, Jan-Mar 2026	170.10
0066467	Ace Alternators Yucca Valley	5/08/2026	Vehicle Maintenance Supply	235.76
0066472	GREGORY ALLEN REX	5/08/2026	Invoices 10958, 11057, 11102	2,917.50
0066508	Companion Animal Clinic	5/08/2026	Voucher #3433	60.00
0066533	Woods Auto Repair	5/08/2026	Vehicle Maintenance	2,919.41
0066509	FRED'S TIRES	5/08/2026	Vehicle Maintenance Service	550.00
0066491	FULTON DISTRIBUTING CO	5/08/2026	Janitorial Supplies	2,373.10
0066498	HAJOCA CORPORATION	5/08/2026	Murdock Water Bottle Refiller for Welcome Center	1,412.67
0066500	LORI HERBEL	5/08/2026	Farmers Market Grand Opening Gift Certificates	500.00
0066495	Gold Mountain California News Media, Inc.	5/08/2026	Display: Pet Adoptions Ads	1,250.00
0066481	CYNTHIA WEAVER	5/08/2026	Invoices 10814, 10815, 10816, 10817	3,811.87
0066485	DEPARTMENT OF CONSERVATION	5/08/2026	Fee Report, Jan-Mar 2026	614.85
0066486	Employment Development Department	5/08/2026	UI Benefit Charges, account ID 932-0490-7, 01-03/2026	2,016.00
0066487	EWING IRRIGATION PRODUCTS INC	5/08/2026	Irrigation Maintenance Supplies	933.42
0066502	Hi-Desert Water District	5/08/2026	Water Supply Service	3,335.90
0066503	Hi-Desert Water District	5/08/2026	10-12/2025 Measure Z Pass Thru	738,389.77
EFT	Honeywell International Inc.	5/08/2026	Mechanical & Electrical Service, June 2026	5,551.39
0066535	Yucca Valley Auto Parts, Inc.	5/08/2026	Invoices 536576, 536691	33.69
EFT	Primo Brands	5/08/2026	Office Bottled Water Supply (TH)	285.29
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	5/08/2026	Backflow Testing Services	240.00
0066516	PRO SECURITY SYSTEMS, INC.	5/08/2026	Alarm Battery Replacement @ Com Dev	242.00
0066520	SBCO Animal Care & Control	5/08/2026	FY25/26 3rd Qtr Jan-Mar 2026, Licensing Pass Through	888.00
0066506	KCDZ-FM	5/08/2026	Invoices 998-00033-0003, 998-00036-0000	550.00
EFT	SCE	5/08/2026	Electric Service	21,507.47
EFT	Staples	5/08/2026	Credit Card	1,593.11
EFT	TPx Communications	5/08/2026	Phone Service	5,045.97
EFT	Charter Communications	5/08/2026	Cable/Fiber Services	4,187.75
0066517	Quadient Finance USA Inc.	5/08/2026	Postage	800.99
EFT	TRACTOR SUPPLY CREDIT PLAN	5/08/2026	Credit Card	263.56
EFT	Turf Star inc	5/08/2026	Tines for TORO 98" ProCore 1298 Turf Aerator	2,534.97
0066530	VCA TWENTYNINE PALMS ANIMAL HOSPITAL	5/08/2026	Veternary Services	368.30
0066531	VCA Yucca Valley Animal Hospital	5/08/2026	Invoices 5563700202, 5563700340, 5563700803, 5563701031, 5563701038, 5563701136, 5563701144, 5563701155, 5563701295	1,593.83
0066497	GUY WULF	5/08/2026	Invoices 041626 , 042126 , 042326 , 042826	420.00
EFT	THE HOME DEPOT U S A INC.	5/08/2026	Credit Card	3,868.30

Town of Yucca Valley

Warrant Register from 5/01/2026 to 5/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066478	Castrol Premium Lube & Smog Express	5/08/2026	Vehicle Maintenance	56.22
EFT	Apex Paving Co	5/08/2026	Invoices 1029, 1031	258,764.00
0066519	Rosa Cruz Gonzalez	5/08/2026	2026 Utility Box Art Stipend	500.00
0066528	Todd Lilian	5/08/2026	2026 Utility Box Art Stipend	500.00
0066532	Wargo Krista	5/08/2026	2026 Utility Box Art Stipend	500.00
0066511	McCarthy Prescott	5/08/2026	2026 Utility Box Art Stipend	500.00
0066523	Sharra Beth Salter	5/08/2026	2026 Utility Box Art Stipend	500.00
0066518	Cecilia Romero	5/08/2026	2026 Utility Box Art Stipend	500.00
0066490	Melissa Friel	5/08/2026	2026 Utility Box Art Stipend	500.00
0066468	Ashley Adams	5/08/2026	2026 Utility Box Art Stipend	500.00
0066492	Marcia Geiger	5/08/2026	2026 Utility Box Art Stipend	500.00
0066524	Linda Shrader	5/08/2026	2026 Utility Box Art Stipend	500.00
0066537	Zebulon Zang	5/08/2026	2026 Utility Box Art Stipend	500.00
0066484	Danny Meeler Fab	5/08/2026	Custom Safety Railing@Founders Plaza	3,002.00
0066499	Jennifer Henry	5/08/2026	Dance Mojave Adult Class	31.50
0066494	Karen Gladis	5/08/2026	Dance Mojave Youth Class	143.50
0066496	Grainger	5/08/2026	Ballasts for Emergency Lights @ Library	344.71
EFT	Blink Charging Inc.	5/08/2026	Annual Network Fee for EV Charging@Founders Plaza (4), 05/2026-05/2027	1,920.00
EFT	WEX Bank	5/08/2026	Fuel	107.26
EFT	Mission Square	5/11/2026		10,308.33
EFT	Lincoln 457 (Payroll)	5/11/2026		4,046.38
EFT	PARS	5/11/2026		1,491.24
0066563	PARS	5/22/2026	03/26 Annual Asset Fee	300.00
0066561	Mobile Zoo of Southern California, Inc.	5/22/2026	Family Fun Day, Live Animal Shows and Booth	899.00
EFT	Hermann Design Group, Inc.	5/22/2026	State Highway 62 Improvements, Apr 2026, Master Planning	17,332.00
0066566	Charlie Rossow	5/22/2026	TRavel Expense Reimbursement, JTNP 05.09.2026.	52.93
EFT	Nena C McCullough	5/22/2026	Travel Expense Reimbursement, Ontario, 05.12.26-05.13.26.	161.75
EFT	FORTE	5/22/2026	PO25-10127, YVARC Project, Security Systems Equipment, #9	44,729.30
0066546	Dynamic Media	5/22/2026	Annual Satellite Radio Service	395.40
0066557	Frank J Luckino	5/22/2026	Mileage Reimbursement	97.44
0066547	GameTime	5/22/2026	Machris Park Music Time Replacement	3,420.12
0066555	Kevin Quinlan	5/22/2026	Invoices 050626, 051326	210.00
0066539	Basin Transit	5/22/2026	Individual Day Bus Passes Supply	112.50
0066562	Nelson Mobile Services Inc	5/22/2026	Invoices 2870, 2871, 2872, 2873, 2874	682.50
0066542	Colorado Studio LLC	5/22/2026	Utility Box Public Art Support	987.90
EFT	RHA Landscape Architects-Planners, Inc.	5/22/2026	Invoices 122997, 123118	1,400.00
0066553	Celeste Hilderbrand	5/22/2026	Travel Expenses Reimbursement, JTNP, 05.03.26.	37.70
0066558	MCCS	5/22/2026	MCAGCC Advertising Digital Posters, AD 26-007, 05.15.26-08.14.26.	900.00
0066548	Geocon West Inc.	5/22/2026	YV ARC Project, Professional Services, thru 04/19/2026	8,560.00
0066560	Mitch Miller	5/22/2026	Museum Postcards Services	979.50
EFT	Holt Architecture	5/22/2026	Senior Center Improvements Project, thru 08/31/2025	29,516.59
EFT	JNS Media Specialists	5/22/2026	Tourism Marketing Progect, Phase 1 - Brand Exploration	14,500.00
EFT	Apex Paving Co	5/22/2026	Berm Repair Project, 05/07/26-05/08/26	81,298.00
0066559	Midwest Veterinary Supply, Inc.	5/22/2026	Veterinary Supplies	4,108.02
0066571	UniFirst Corporation	5/22/2026	Invoices 2200396208, 2200399028	430.08
EFT	Multy Service Technology Solutions Inc.	5/22/2026	Credit Card	780.39

Town of Yucca Valley

Warrant Register from 5/01/2026 to 5/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Van Engineering Inc.	5/22/2026	CC Athletic Facility Improvements, 04/01/26-04/30/26	195,130.00
0066551	Hi-Desert Metal & Gas Supply	5/22/2026	Invoices 689, 704	1,040.51
EFT	Southwest Networks, Inc.	5/22/2026	04/26 Contract Billing	1,260.00
0066540	Joseph Bowers	5/22/2026	Parks Maintenance Expense Reimbursement	185.06
EFT	Pacific Western Bank	5/22/2026	Credit Card	42,844.51
0066541	Castrol Premium Lube & Smog Express	5/22/2026	Invoices 90757, 90903	186.00
0066550	GUY WULF	5/22/2026	Invoices 043026, 0505826, 0507826, 051226	420.00
0066574	YUCCA VALLEY CHAMBER OF COMMERCE, INC.	5/22/2026	Grubstake Annual Golf Tournament	1,000.00
0066572	VCA Yucca Valley Animal Hospital	5/22/2026	Invoices 5563702111, 5563702223	1,327.56
0066570	Trophy Express	5/22/2026	Grubstakes Run Trophy Supplies	1,209.19
EFT	SoCalGas	5/22/2026	Gas Service	2,130.44
0066556	MICHAEL E LANG	5/22/2026	Contracted Instructor, CPR Class	105.00
0066568	SBCO RECORDER	5/22/2026	Release of Pendency	80.00
EFT	SBCO Sheriff's Department	5/22/2026	05/26 Public Safety Services	587,429.00
EFT	SCE	5/22/2026	Electric Service	15,582.42
0066565	QUALITY STREET SERVICES INC	5/22/2026	Invoices 262620, 262621, 262669, 262670	36,676.00
EFT	Right of Way, Inc.	5/22/2026	Street Signs Supply	1,409.52
0066567	SBCO Animal Care & Control	5/22/2026	Invoices 07-09/2026, 10-12/2025	1,409.00
EFT	Primo Brands	5/22/2026	Office Bottled Water Supply (CD/PW), acct 0029470002	286.61
EFT	Noel Rodney Owsley	5/22/2026	Invoices 05-26-001, 05-26-002, 05-26-003, 05-26-004, 05-26-006, 05-26-007	5,450.00
0066554	KCDZ-FM	5/22/2026	Invoices 1419-00023-0001, 1419-00024-0000, 287-00062-0000	7,075.00
0066573	Woods Auto Repair	5/22/2026	Vehicle Maintenance	1,685.11
0066569	DEPARTMENT OF JUSTICE	5/22/2026	04/26 Fees	30.00
0066549	Gold Mountain California News Media, Inc.	5/22/2026	Special Section: Basin Living Magazine	400.00
0066552	Hi-Desert Water District	5/22/2026	Invoices CR52631, May-26	47,333.76
0066543	LESLEY COPELAND	5/22/2026	Reimbursement for monthly medical insurance cost, May 2026	1,758.06
0066544	CoreLogic Solutions LLC, Information Solutions	5/22/2026	Invoices 30853650, 30855569	811.37
0066538	GREGORY ALLEN REX	5/22/2026	Veterinary Services	1,046.00
EFT	ALBERT A WEBB ASSOC	5/22/2026	Design Plans for Sturbucks Left Turn Pocket, 03/29/2026-04/25/2026	774.00
0066545	RICK DENISON	5/22/2026	Travel Expense Reimbursement, Palm Desert, 05.06.26-05.08.26.	60.90
0066564	PETTY CASH	5/22/2026	Miscellaneous Supplies, Finance Petty Cash Replenish	1,020.10
EFT	CDW GOVERNMENT	5/22/2026	Screen Protector for iPad	50.24
EFT	CHARLES ABBOTT ASSOCIATES	5/22/2026	04/26 Building Permit and Plan Check Fees	29,519.50

Total Checks:
3,575,720.64

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



To: Town Council

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

Date: June 9, 2026

Meeting Date: June 16, 2026

Subject:

Fleet Vehicle Purchase Confirmation

Recommendation:

Receive and file the confirmation of the Fleet Vehicle Purchase

Prior Review:

On June 2, 2026, the Town Council:

1. Waived the competitive bidding requirements (found in section 3.12.050 of the Town Code) because adherence to the procedures would be inefficient, impractical, and unnecessary (as stated in section 3.12.060, (G)) and authorized the Town Manager or designee to execute a purchase agreement for a new 2026 Ford Truck in an amount not to exceed \$60,000.00;
2. Approved a Budget Amendment in the amount of \$150,000.00 from Capital Project Reserve Fund 800 to assign funds for the vehicle fleet reserves from unassigned capital project reserve funds as identified in Exhibit A;
3. Approved the purchase of the vehicle from Tim Moran Ford, or Ken Grody Ford, or Diamond Ford, based upon availability and as outlined in the staff report; and
4. If those vehicles are unavailable, authorized the purchase from any dealer who can provide the vehicle to meet the Town's timing needs, and directed staff to return to the Town Council with a final action report following the purchase.

Discussion:

Town staff recently contacted Sourcewell and obtained a cooperative purchasing quote for a fleet vehicle for the newly created Community Engagement and Homelessness Coordinator position. However, the estimated delivery timeframe was approximately 12 to 14 weeks. In an effort to avoid operational delays, staff also contacted dealerships within a

200-mile radius of the Town and obtained competitive quotes for vehicles currently available on dealer lots. The dealer pricing was lower than the Sourcewell quote and allows for immediate delivery of the vehicle.

Based on the quotes staff received, the purchase of a 2026 F-150 STX 4x4 SuperCrew was made and completed through the Ken Grody Ford dealership in Buena Park, for a total purchase price, including delivery, of \$50,740.50.

Alternatives

No alternatives are recommended by the staff.

Fiscal Impact:

There are no federal funds or grants associated with this purchase. A total of \$150,000.00 of unassigned capital project reserve funds was assigned to fleet reserves to appropriate funding for this purchase and backfill necessary funds for year-to-date equipment and vehicle replacements previously approved by Council.

Attachments

1. Invoice
2. Vehicle Dealer Sticker

KEN GRODY FORD

Town of Yucca Valley
2026 F150 STX 1FTEW2LP7TKD95649
Salesperson: Nicholas Campuzano
6/3/2026 12:27 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 8.75% Tax

Cash Deal Structure

Market Value	51,335.00
Discount Savings	-5,000.00
Vehicle Price	46,335.00
Document Prep Fee	85.00
Tire/Battery/VTR Fee	8.75
Sales Tax	4,061.75
Due On Delivery	50,490.50
Tax: 8.75% TAX	8.75

New quote

STX model

\$250 delivered



ford.com

VEHICLE DESCRIPTION

F-150

2026 F-150 4X4 SUPERCREW
145" WHEELBASE
2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

TK D95649

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR

- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- 5G MODEM
- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 200B

•STX SERIES

OPTIONAL EQUIPMENT/OTHER

.18" GLOSS BLACK WHEELS
.EXTENDED RANGE 36GAL FUEL TAN
275/65R 18 BSW ALL-TERRAIN
3.55 ELECTRONIC LOCK RR AXLE
6650# GVWR PACKAGE
FRONT LICENSE PLATE BRACKET
50 STATE EMISSIONS
FLOW THRU CONSOLE VINYL LID
CONN PKG: 1 YR INCL W/FORD APP

(MSRP)

470.00

NO CHARGE
NO CHARGE

PRICE INFORMATION

BASE PRICE

\$51,070.00

TOTAL OPTIONS/OTHER

470.00

TOTAL VEHICLE & OPTIONS/OTHER

51,540.00

DESTINATION & DELIVERY

2,795.00

TOTAL BEFORE DISCOUNTS

54,335.00

STX LOW DISCOUNT

- 2,000.00

STX 2.7L DISCOUNT

- 1,000.00

TOTAL SAVINGS

- 3,000.00

EPA DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy

20

combined city/hwy

18

city

23

highway

5.0 gallons per 100 miles

Standard Pickup Trucks range from 12 to 87 MPG. The best vehicle rates 146 MPGe.

You spend

\$4,000

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,500

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)

1

4

10

Best

1

5

10

Best

This vehicle emits 444 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and costs \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone QR Code™



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★
★★★★★

Side Crash

Front seat
Rear seat

★★★★★
★★★★★

Rollover

★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FTEW2LP7TKD95649





WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



Credit

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F-SERIES®

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The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See in-vehicle settings for connectivity options.

*Based on 1977–2024 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes WI-FI hotspot.



Protect®

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

RAMP ONE

CA5A

RAMP TWO

CONVOY

ITEM #:

71-4026 O/T 2

TOTAL MSRP

\$51,335.00

Scan The QR Code to get more details about this vehicle



This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TC271 R RB 2X 640 005425 03 27 26

2202604096697

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: June 10, 2026

Meeting Date: June 16, 2026

Subject: Approval of Real Property Donation Agreement for APN 0595-171-04 – San Bernardino County Fire Station 41

Recommendation:

That the Town Council:

1. Approve the Real Property Donation Agreement between the Town of Yucca Valley ("Donor") and the San Bernardino County Fire Protection District ("Donee") for the conveyance of APN 0595-171-04 (Fire Station 41 site); and
2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the conveyance and related escrow and recording actions, and to make non-substantive revisions as necessary.

Prior Review:

In accordance with the Surplus Lands Act, Government Code Sections 54220-54234, (the "Act"), on May, 2, 2025, the Yucca Valley Town Council adopted Resolution No. 25-11, and thereby declared the Property exempt surplus land pursuant to Section 54221(f)(1)(D). Pursuant to Section 54221 of the Act and the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development ("HCD"), Resolution No. 25-11 was provided by the Town to HCD for its review and on June 5, 2025 HCD notified the Town that HCD found the Property qualifies as "exempt surplus land" under Section 54221(f)(1)(D) of the Act.

Discussion:

The Town of Yucca Valley is the sole owner of approximately 0.86 acres of vacant land located at 7238 Joshua Lane, identified as APN 0595-171-04. The property is intended for use as the site of San Bernardino County Fire Station 41, supporting emergency response and public safety services within the community.

San Bernardino County Fire Protection District (“County Fire”) has requested conveyance of the property to support development of fire protection infrastructure consistent with regional emergency response needs.

The proposed Real Property Donation Agreement provides for the transfer of Town-owned property at 7238 Joshua Lane (APN 0595-171-04) to the San Bernardino County Fire Protection District for the future development of Fire Station 41.

The conveyance supports the expansion of critical emergency response services within the Town of Yucca Valley and surrounding region. The property will be used exclusively for fire protection and related public safety purposes, consistent with the intent of the donation.

The Agreement includes standard provisions to ensure the property is used for its intended public purpose, including a short-term use restriction and protections in the event the property is not developed or used as required. The agreement also allows the Fire District to complete due diligence activities necessary to prepare the site for development. The Town and Fire District continue to work towards a separate facility use agreement for the existing Station 41 property that is planned for redevelopment as a training and administration facility. The Town and District anticipate the agreement to be completed and presented to the Town Council by calendar year-end.

Overall, the proposed action facilitates a key public safety investment and supports long-term emergency response capacity in the community.

Alternatives

The Town Council may approve the Agreement as presented, direct staff to modify or continue the item for additional information, or choose not to proceed with the property conveyance.

Fiscal Impact:

There is no direct fiscal cost associated with the conveyance of the property. The Town will not receive monetary consideration for the transfer; however, the action supports long-term public safety service delivery and regional emergency response infrastructure.

Attachments

1. Real Property Donation Agreement - Final

REAL PROPERTY DONATION AGREEMENT

This REAL PROPERTY DONATION AGREEMENT (“**Agreement**”) is entered into as of the date the last of the parties executes this Agreement (“**Effective Date**”), between **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT (“DONEE”)**, a California fire protection district, and **TOWN OF YUCCA VALLEY**, a California general law municipality (the “**DONOR**”) and collectively the “**Parties**.”

R E C I T A L S

A. The DONOR is the sole owner of the fee simple interest in that certain real property, comprising a total of approximately 0.86 acres of vacant land, with an address of 7238 Joshua Lane in the Town of Yucca Valley, State of California (commonly known as Assessor’s Parcel Number 0595-162-08-0000), and more particularly described in the legal description attached hereto as Exhibit “A” (the “**Property**”).

B. The DONOR desires to voluntarily donate and convey the fee simple interest for the Property to the DONEE at no cost to the DONEE on the terms and conditions as more specifically set forth in this Agreement.

C. The DONEE desires to accept the donation of the Property from the DONOR on the terms and conditions as more specifically set forth in this Agreement.

D. The DONEE may accept the donation of this Property pursuant to Health and Safety Code Section 13861(b), Government Code Section 25355 and County Policy No. 06-01.

E. In accordance with the Surplus Lands Act, Government Code Sections 54220-54234, (the “**Act**”), on May, 2, 2025, the Yucca Valley Town Council adopted Resolution No. 25-11, and thereby declared the Property exempt surplus land pursuant to Section 54221(f)(1)(D).

F. Pursuant to Section 54221 of the Act and the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development (“**HCD**”), Resolution No. 25-11 was provided by DONOR to HCD for its review and on June 5, 2025 HCD notified DONOR that HCD found the Property qualifies as “exempt surplus land” under Section 54221(f)(1)(D) of the Act.

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DONEE and DONOR agree as follows:

1. DONATION AND CONVEYANCE OF THE PROPERTY.

1.1 As of the Closing Date (defined in Section 2.1 below), DONOR donates to the DONEE, subject to those title exceptions approved by DONEE, all of City’s right, title, and interest to the Property. Subject to all of the terms, conditions, and provisions of this Agreement, the DONOR agrees to donate to DONEE, and DONEE agrees to accept from DONOR, the donation of the Property at no cost to the DONEE, provided that the conveyance is subject to the conditions set forth in this Section 1. In the event that, at any time during the twelve (12) month period immediately following the date the grant deed is recorded in the Official Records of San Bernardino County (“**Restricted Period**”), DONEE either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns,

or otherwise conveys the Property (or portions thereof) to a third party (other than to DONOR or to any entity under common control with DONEE) without the DONOR's prior written approval (collectively, "**Use Violation**"); then DONOR shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to DONEE for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by DONOR's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by DONEE during the Restricted Period, DONOR shall deliver written notice to DONEE of such violation in accordance with Section 6.1 below. If DONEE does not cure the Use Violation within thirty (30) days after DONEE's receipt of such DONOR notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and DONEE has not commenced a cure within said thirty (30) days and has not diligently completed its cure within ninety (90) days after DONEE's receipt of such DONOR notice, DONOR may exercise its power of termination as set forth herein. The interest created in DONOR by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by DONEE during the Restricted Period, DONOR may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event DONOR exercises its power of termination as set forth herein due to an uncured Use Violation by DONEE during the Restricted Period, DONOR shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the DONOR shall inure to the benefit of the successors and assigns of the DONOR, and the successors and assigns of the DONEE shall be subject thereto and bound thereby. Unless the DONOR has earlier exercised its power of termination in accordance with this Section 1.1, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect. Upon request of DONEE, DONOR shall quitclaim any interest in the Property due to the expiration of the Restricted Period, which shall survive the Closing Date.

1.2 DONEE and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**DONEE's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of reviewing title and conducting tests and inspections of the Property, including (but not limited to) surveys and architectural, engineering, geotechnical, and environmental inspections and tests (the "**Work**"). DONEE, at no cost to DONOR, shall repair any damage to and/or restore the Property to substantially its condition prior to the Work if and to the extent the need for such repair or restoration is caused by the Work authorized under this Agreement. DONEE hereby agrees that it shall indemnify, defend, and save harmless DONOR, including but not limited to DONOR's elected and appointed officials, officers, directors, employees, and agents (collectively, "**Indemnitees**") for any and all claims and losses arising out of the Work, including, but not limited to all demands, causes of action, and liabilities of every kind and nature whatsoever, to the extent caused by: (a) any breach of this Agreement by DONEE; (b) any negligent or wrongful acts or omissions of DONEE's Agents in connection with or arising out of the Work; and (c) personal injury, bodily injury, or property damage resulting from the negligence or willful misconduct of DONEE's agents in connection with the Work (collectively, "**Claims**"). The indemnification obligations of DONEE set forth in this Section shall survive any termination of this Agreement. The "Due Diligence Period" shall mean the forty-five (45) calendar day period following the Effective Date.

DONEE acknowledges and agrees that, as of the Closing Date: (i) DONEE is acquiring the Property in its "AS IS" condition, with all faults. DONEE acknowledges that through this Agreement it has been afforded the opportunity to make such inspections (or have such inspections made by consultants) as it desires of the Property and to obtain information regarding operative or

proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Property is or may be subject to at the Closing Date; (ii) DONEE acknowledges that it has or will independently and with the assistance of the DONEE's professional advisors and consultants undertake whatever non-invasive studies, tests, and investigations DONEE desires to conduct relating to the Property (including, without limitation, economic reviews, engineering analyses, environmental analyses, and analyses of the records of any governmental or quasi-governmental entity having jurisdiction over the Property); and (iii) DONEE is relying solely on its own investigation as to the Property and its value and is assuming the risk that adverse physical, economic, or other conditions may not have been revealed by such investigation.

Except for those terms and provisions that expressly survive the Closing Date, from and after the Closing Date, DONEE hereby completely releases and forever discharges DONOR, DONOR's elected and appointed officials, employees, agents, or any other person acting on behalf of DONOR, and DONOR's partners and owners (collectively, the **"Indemnitees"**) from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, **"Claims"**), arising from or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto (collectively, the **"Released Matters"**). In connection with such waiver and relinquishment, the DONEE acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the DONEE's intention to fully, finally, and forever to settle and release all of the Released Matters in accordance with the provisions of this section, and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the DONEE and all subsequent owners, lessees, and other transferees of the Property.

In connection with this section, the DONEE expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

DONEE'S signatory's Initials: _____

2. CLOSING.

2.1 Closing Date. The Closing Date shall occur as soon as reasonably practicable, but in no event later than the date that is thirty (30) calendar days following the Effective Date (**"Closing Date"**). The term **"Closing"** shall mean the consummation of the transaction contemplated by this Agreement, including DONOR'S conveyance of the Property to DONEE.

2.2 Deliveries by DONOR. On or before 12:00 noon Pacific Time on the business day preceding the Closing Date, DONOR shall deliver to DONEE: (i) the Grant Deed in substantially the form attached hereto as Exhibit "B" (**"Grant Deed"**), executed and acknowledged by DONOR; and (ii) all other documents reasonably required to effectuate Closing pursuant to this Agreement.

2.3 Reserved.

2.4 Closing and Recording. On the Closing Date and provided all of DONEE'S Conditions to Closing set forth in this Agreement have been satisfied or waived in writing by the DONEE, DONEE shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County.

2.5 Intentionally omitted.

2.6 Payment of Costs and Title Insurance. DONEE agrees to pay any recording fees incurred in this transaction. DONOR and DONEE shall each be responsible for their respective attorneys' fees and costs for this Agreement. DONEE shall be solely responsible for payment of the cost of the title policy described in Section 2.8.2 (b) below.

2.7 Information Report. DONOR and DONEE agree to cooperate with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. DONOR and DONEE also agree that DONOR and DONEE, their respective employees and attorneys, and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither DONOR nor DONEE shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

2.8 Conditions to Close.

2.8.1. Conditions to DONOR's Obligations. In addition to any other condition set forth in this Agreement in favor of DONOR, DONOR shall have the right to condition its obligation to donate the Property to DONEE upon the satisfaction, or written waiver by DONOR, of the following condition precedent on the Closing Date or such earlier time as provided for herein (the "**DONOR Condition to Closing**"):

(a) *MOU.* DONOR and DONEE shall have entered into a Memorandum of Understanding setting forth DONOR's right to shared use of a portion of the DONEE's existing building located at 57201 29 Palms Outer Highway S, Yucca Valley, CA, as DONOR's emergency operations center, on terms mutually agreeable between the DONOR and the DONEE.

2.8.2. Conditions to DONEE'S Obligations. In addition to any other condition set forth in this Agreement in favor of DONEE, DONEE shall have the right to condition its obligation to accept the donation of the Property upon the satisfaction, or written waiver by DONEE, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**DONEE Conditions to Closing**"):

(a) *Reserved.*

(b) *Title Policy.* The Title Company selected by DONEE is unconditionally and irrevocably committed to issue to DONEE at Closing a CLTA standard coverage owner's title policy, or, upon DONEE'S request, an ALTA extended coverage owner's policy of title insurance (provided DONEE shall be responsible for any survey costs associated therewith and DONEE must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended

coverage at least ten (10) business days prior to the Closing Date and DONEE shall be responsible for the additional cost of the extended coverage), insuring DONEE'S title to the Property in the amount desired by DONEE, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under DONEE; (iv) items disclosed by the Survey and Title Report (including any supplements) and Approved Title Exceptions, or, if DONEE fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither DONOR nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). If endorsements are required to cure defects in title and DONOR has agreed to provide such endorsements as a means of curing such title defects, then DONOR shall pay for such endorsements.

(c) *Condition.* The Property shall be in substantially the same physical condition on the date of Closing as existed on the Effective Date. DONOR shall deliver full possession of the Property to DONEE but shall remove all personal property, trash and debris from the Property prior to the date of Closing.

(d) *Representations and Warranties.* All representations and warranties made by DONOR in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) *No Default.* DONOR shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

2.8.3. Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by DONEE or DONOR, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

2.8.4. Waiver. DONOR may at any time or times, at its election, waive the DONOR Condition to Closing set forth in Section 2.8.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONOR and delivered to DONEE. DONEE may at any time or times, at its election, waive any of the DONEE Conditions to Closing set forth in Section 2.8.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing and signed by DONEE and delivered to DONOR.

2.8.5. Termination. In the event that the DONOR Condition to Closing set forth in Section 2.8.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONOR pursuant to Section 2.8.4, DONOR may at its option terminate this Agreement, provided that if DONEE is in default under this Agreement such termination under this Agreement shall not release DONEE from liability for such default. In the event that each of the DONEE Conditions to Closing set forth in Section 2.8.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by DONEE pursuant to Section 2.8.4, DONEE may at its option terminate this Agreement, provided that if DONOR is in default under this Agreement such termination under this Agreement shall not release DONOR from liability for such default.

3. REPRESENTATIONS AND WARRANTIES.

3.1 DONOR'S Representations and Warranties. DONOR hereby makes the following representations and warranties to DONEE, each of which is material and relied upon by DONEE in making its determination to enter into this Agreement and shall survive the Closing Date:

(a) DONOR'S execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which DONOR is a party or by which it is bound.

(b) To the best of DONOR'S actual knowledge, without any duty of investigation or inquiry, there are no pending actions, suits, writs, injunctions, decrees, legal proceedings, or governmental investigations against the Property.

(c) DONOR has not received any notices and has no actual knowledge, without any duty of investigation or inquiry, of any violation of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body, or subdivision affecting or relating to the Property.

(d) DONOR is the sole legal owner of the Property and has the right to donate the Property without the consent of any other person or entity.

4. RESERVED.

5. DEFAULTS.

5.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

5.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided 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.

5.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6. MISCELLANEOUS.

6.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To DONEE: San Bernardino County Fire Protection District
Real Estate Services Department
Attn: Terry Thompson, Director
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

To DONOR: Town of Yucca Valley
Attn: Town Manager
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if delivered by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt if as disclosed on the return receipt if by mail. The parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

6.2 Relationship Between DONOR and DONEE. It is hereby acknowledged that the relationship between DONOR and DONEE is not that of a partnership or joint venture and that DONOR and DONEE shall not be deemed or construed for any purpose to be the agent of the other.

6.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 7.10 ("Real Estate Brokerage Commission").

6.4 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of DONOR and DONEE and their respective successors and permitted assigns.

6.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by DONOR and DONEE.

6.6 Prohibited Persons and Transactions. DONEE represents to DONOR that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

6.7 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday, or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

6.8 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

6.9 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this

Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

6.10 Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee. The provision of this section shall survive the Closing Date or earlier termination of this Agreement.

6.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. The parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

6.12 Reserved.

6.13 Exhibits. Exhibits "A" and "B" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

Exhibit "A" Legal Description of Property
Exhibit "B" Form of Grant Deed

7. BOARD OF DIRECTORS' APPROVAL

This Agreement is subject to, and shall have no force or effect until and unless first approved by the governing body of San Bernardino County Fire Protection District.

[Signatures on next page]

IN WITNESS WHEREOF, DONOR and DONEE have entered into this Agreement as of the date first set forth above.

DONEE:

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Dawn Rowe,
Chair, Board of Directors

Date: _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR
OF THE BOARD

LYNNA MONELL, Secretary

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

LAURA FEINGOLD, County Counsel, San
Bernardino County, California

By: Agnes Cheng
Agnes Cheng, Deputy County Counsel

Date: 6/4/2026

DONOR:

TOWN OF YUCCA VALLEY

By: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

T1N, R5E, SEC 36 S.B.M.
TOWN OF YUCCA VALLEY
APN 0595-162-08

EXHIBIT "A" LEGAL DESCRIPTION

THAT PORTION OF LOT 87, TRACT NO. 4856, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94 THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 87, said corner being the true Point of Beginning;

Thence North 69° 34' 06" East along the north line of said lot 87, a distance of 100.00 feet;

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as measured at right angles to the west line of said Lot 87, a distance of 257.37 feet;

Thence South 40°19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35° 01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the southernmost corner of said Lot 87;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot 87;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 87 to the True Point of Beginning.

Described portion of land contains 37,462 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9835 Dated



Job No.
WBSE 10.10.1268
Prepared by:
GEG

EXHIBIT “B”
FORM OF GRANT DEED

RECORDING REQUESTED BY:
San Bernardino County Fire Protection
District
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San
Bernardino County and is entitled to be recorded
without fee subject to Govt. Code 27383 and 6103

A.P.N: 0595-162-08

GRANT DEED

Dept. Code: 11200

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T
11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☒ Town of Yucca Valley

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TOWN OF YUCCA VALLEY, a California general law municipality ("Grantor")

hereby GRANT(S) to **SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, a California fire protection district, ("Grantee")** the following real property ("**Property**") in the Town of Yucca Valley, San Bernardino County, State of California, subject to the Grantor's power of termination stated herein:

See Exhibit "A" for legal description

In the event that, at any time during the twelve (12) month period immediately following the date this grant deed is recorded in the Official Records of San Bernardino County ("**Restricted Period**"), Grantee either: (i) commences the development of the Property for any purpose other than fire protection and emergency response; or (ii) transfers, leases, assigns, or otherwise conveys the Property (or portions thereof) to a third party (other than to Grantor or to any entity under common control with Grantee) without the Grantor's prior written approval (collectively, "**Use Violation**"); then Grantor shall have the power to terminate the fee interest granted hereunder and to re-enter and take title to the Property, including any improvements thereon, without liability to Grantee for damages or losses of any kind including, but not limited to, any compensation or assistance for relocation other than those damages or losses caused by Grantor's negligence or intentional misconduct. Notwithstanding anything to the contrary in the foregoing, in the event of a Use Violation by Grantee during the Restricted Period, Grantor shall deliver written notice to Grantee of such violation by reliable overnight courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested to: 385 N. Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0108, Attn: Director of the Real Estate Services Department, which notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt. If Grantee does not cure the Use Violation within thirty (30) days after Grantee's receipt of such Grantor notice, or if the nature of such violation is such that more than thirty (30) days is reasonably required to complete such cure and Grantee has not commenced a cure within said thirty (30) days and has not diligently completed its cure within

ninety (90) days after Grantee’s receipt of such Grantor notice, Grantor may exercise its power of termination as set forth herein. The interest created in Grantor by this paragraph shall be a "power of termination" as defined in California Civil Code Section 885.010. Following an uncured Use Violation by Grantee during the Restricted Period, Grantor may exercise this power of termination by delivering notice of termination in any manner permitted by law. In the event Grantor exercises its power of termination as set forth herein due to an uncured Use Violation by Grantee during the Restricted Period, Grantor shall take title to the Property free and clear of the use restrictions described herein. The foregoing power of the Grantor shall inure to the benefit of the successors and assigns of the Grantor for the Restricted Period, and the successors and assigns of the Grantee shall be subject thereto and bound thereby for such period. Unless the Grantor has earlier exercised its power of termination in accordance with this paragraph, from and after the expiration date of the Restricted Period, the foregoing use restriction on the Property shall automatically be deemed null and void and without legal effect.

GRANTOR:

TOWN OF YUCCA VALLEY, a California general law municipality

BY:

Dated: _____



SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

CERTIFICATE OF ACCEPTANCE

APN: 0595-162-08

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County Fire Protection District, a California Special District, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors pursuant to authority conferred by the Board of Directors on _____, 2026 and the Grantee consents to recordation thereof by its duly officer/agent.

By: _____
Terry W. Thompson, Director
Real Estate Services Department

Dated: _____

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 87, TRACT NO. 4856, IN THE COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 70 OF MAPS, PAGES 94
THROUGH 97, INCLUSIVE, RECORDS OF SAID COUNTY.

Parcel "A"

Beginning at the northwest corner of said lot 87, said corner being the true Point of Beginning;

Thence North 69° 34' 06" East along the north line of said lot 87, a distance of 100.00 feet;

Thence South 20° 25' 54" East along a line which is parallel to, and 100.00 feet from, as
measured at right angles to the west line of said Lot 87, a distance of 257.37 feet;

Thence South 40°19' 06" East, a distance of 101.31 feet to a point on a curve, concave to the
Northwest and having a radius of 375.00 feet and a radial bearing of North 40° 19' 06" West at
said point on curve;

Thence in a southwesterly direction along said curve, a distance of 34.62 feet to a tangent curve
concave to the southeast and having a radius of 475.00 feet and a radial bearing of South 35°
01' 44" East;

Thence in a southwesterly direction along said curve, a distance of 65.38 feet to the
southernmost corner of said Lot 87;

Thence North 42° 54' 56" West, a distance of 103.21 feet along the southwest line of said Lot
87;

Thence North 20° 25' 54" West, a distance of 288.31 feet along the west line of said Lot 87 to
the True Point of Beginning.

Described portion of land contains 37,462 square feet more or less.

Attached hereto is a plat labeled Exhibit "B" and by this reference made a part hereof.

This legal description was prepared by me or under my direction.

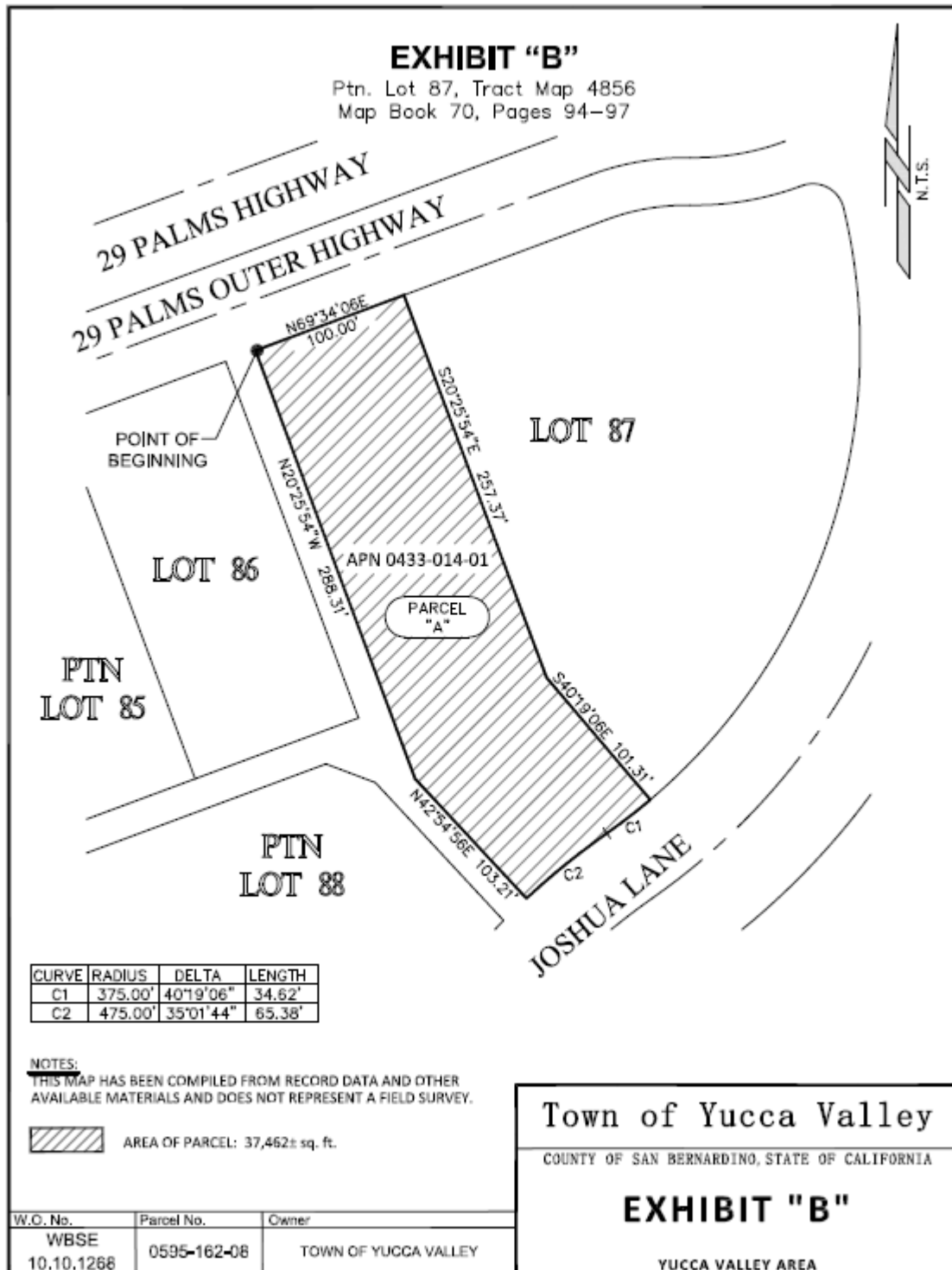
By: Alex S. 12/4/2024
Alexander C. Schlangen, P.L.S 9835 Dated



Job No. WBSE 10.10.1268
Prepared by: GEG

EXHIBIT "B"

Ptn. Lot 87, Tract Map 4856
Map Book 70, Pages 94-97



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 _____

County _____

On _____ before me _____, Notary Public
(insert name and title of the officer)

Personally appeared _____
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)

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



To: Town Council

From: Brooke Dudra, Town Clerk

Date: June 11, 2026

Meeting Date: June 16, 2026

Subject: Ordinance 334 - Second Reading- Adopting Specific Plan 01-04, Amendment #2, To the Yucca Valley Retail Center Specific Plan

Recommendation:

That the Town Council adopts Ordinance 334 entitled:

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA,
ADOPTING SPECIFIC PLAN 01-04, AMENDMENT #2, TO THE YUCCA VALLEY RETAIL CENTER
SPECIFIC PLAN**

Prior Review:

The Town Council introduced Ordinance 334 at the June 2, 2026 meeting.

Discussion:

The process of adopting an ordinance is a two-step process, requiring that the Town Council first introduce the ordinance and then adopt the item at a separate meeting, with appropriate public noticing prior to the second reading. The ordinance was introduced at the Town Council meeting held on June 2, 2026 and was duly noticed on May 13, 2026. This is the second reading of the proposed ordinance.

Alternatives

None recommended.

Fiscal Impact:

Costs for preparation of these materials are included in the annual operating budget, including both staff and legal counsel costs.

Attachments

1. ORD 334 YV Retail Center Specific Plan

ORDINANCE NO. 334

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING SPECIFIC PLAN 01-04, AMENDMENT #2, TO THE YUCCA VALLEY RETAIL CENTER SPECIFIC PLAN

WHEREAS, on June 25, 2008, the Town of Yucca Valley ("Town") Town Council ("Council") adopted the Yucca Valley Retail Specific Plan EIR, and approved the Project; and

WHEREAS, the project includes Amendment #2 to the Specific Plan, allowing a fueling station as a permitted land use and amending the Sign Program to allow for signage on the fuel station and convenience store, and also the construction and operation of a new fuel station with six fueling pumps (12 dispensers), an overhead canopy, underground fuel storage, a trash enclosure, and a 1,556 square-foot convenience store.

The Town Council of the Town of Yucca Valley, California, does ordain as follows:

SECTION 1: The Town of Yucca Valley adopts Specific Plan Amendment #2, on the subject property, identified as assessor's parcel numbers 0601-201-54.

SECTION 2: PUBLIC HEARINGS. Required public hearings were held before the Town of Yucca Valley Planning Commission and Town Council of the Town of Yucca Valley, California pursuant to the Planning and Zoning Law of the State of California and the Yucca Valley Development Code.

SECTION 3: NOTICE OF ADOPTION. Within fifteen (15) days after the adoption hereof, the Town Clerk shall certify to the adoption of this Ordinance and cause it to be published once in a newspaper of general circulation printed and published in the County and circulated in the Town pursuant to Section 36933 of the Government Code.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

SECTION 5: PUBLICATION

The Town Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the Town in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Section 39633(c).

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 16th day of June, 2026.

Merl R. Abel, Mayor

ATTEST:

Brooke Dudra, Town Clerk

APPROVED AS TO FORM:

Town Attorney

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



To: Town Council

From: Frank Luckino, Deputy Town Manager

Date: June 1, 2026

Meeting Date: June 16, 2026

Subject: Approval of Lease Agreement with Yucca Valley BMX for Operation of the Town BMX Facility

Recommendation:

That the Town Council:

1. Approves the Lease Agreement between the Town of Yucca Valley and Yucca Valley BMX, operating under the fiscal sponsorship of Basin Wide Foundation, for operation and management of the Town BMX Facility; and
2. Authorizes the Town Manager to execute the Lease Agreement and any minor non-substantive revisions approved by the Town Attorney.

Prior Review:

No prior review has been conducted; this agreement establishes a new operator.

Discussion:

The Town-owned BMX facility has served as an important recreational asset for the community by providing youth and family-oriented bicycle motocross programming, practices, races, clinics, and special events.

BACKGROUND

The BMX track has been inactive for an extended period. Town staff have been working to revive the facility and restore BMX programming for the community.

The most recent operator, Keri Dillman of Yucca Valley BMX, was awarded the operating agreement in 2016 and successfully hosted races and programs for several years. However,

operations became intermittent and appear to have ceased by late 2023. In March 2024, Ms. Dillman confirmed she had closed the track and did not intend to reopen it. The Town subsequently issued a termination notice on April 23, 2024.

Following an inspection on May 15, 2024, the Town secured the site and initiated extensive cleanup efforts. Public Works changed locks, shut down utilities, demolished a deteriorated structure, and removed trash, abandoned materials, and encampment debris. As site improvements progressed, the Town began outreach in fall 2025 to gauge community interest and recruit a new operator. Of ten individuals who requested information, two completed the application process and were interviewed in early 2026. Heather Quintana applied on behalf of a team with BMX and track operations experience. The group has secured nonprofit affiliation through the Basin Wide Foundation and provided detailed plans addressing operations, programming, funding, management, and implementation.

Yucca Valley BMX, operating under the fiscal sponsorship of Basin Wide Foundation, has expressed its desire to continue operating and managing the facility as a community-based nonprofit program. The organization provides organized BMX activities, promotes youth participation in recreational sports, and facilitates events that attract participants from throughout the Morongo Basin and surrounding region.

The proposed lease establishes a formal operating arrangement between the Town and Yucca Valley BMX and clarifies the responsibilities of both parties related to operation, maintenance, insurance, and management of the facility.

DISCUSSION

The proposed agreement provides Yucca Valley BMX with exclusive use of the BMX facility for the purpose of operating BMX practices, races, special events, concessions, and related activities consistent with the organization's nonprofit mission.

The lease term will commence on July 1, 2026 and continue through June 30, 2027, with automatic annual renewals unless terminated by either party in accordance with the provisions of the agreement.

Under the lease, Yucca Valley BMX will be responsible for:

- Day-to-day operation of the BMX program and facility;
- Payment of utilities serving the facility;
- Routine maintenance and upkeep of the BMX track and associated improvements;
- Compliance with all applicable laws, permits, and regulations;
- Maintaining required insurance coverage and indemnifying the Town;
- Providing annual reporting regarding facility use, organizational status, and financial condition.

The Town will retain ownership of the property and responsibility for major site infrastructure, including perimeter fencing, parking areas, drainage infrastructure, accessible parking facilities, and exterior vegetation management.

The lease establishes annual rent in the amount of One Dollar (\$1.00). Staff believes this arrangement is appropriate because the nonprofit organization will provide significant public recreational benefits while assuming substantial operational, maintenance, insurance, and program responsibilities that would otherwise be borne by the Town.

Community benefits associated with the lease include:

- Continued youth recreational programming;
- Organized sports opportunities for residents;
- Volunteer engagement and community participation;
- Regional event attraction and tourism benefits;
- Preservation and enhancement of a unique recreational amenity within the Town.

The Draft lease is attached. If there are further revisions, those revisions will be distributed prior to or at the Town Council meeting.

Alternatives

None

Fiscal Impact:

The lease generates nominal annual revenue of \$1.00. However, the agreement significantly reduces Town operational responsibilities and costs associated with programming, staffing, routine facility maintenance, utilities, and event management. The Town will continue to maintain certain site infrastructure as identified in the lease agreement.

Attachments

1. DRAFT_BMX Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ___ day of June 2024 by and between THE TOWN OF YUCCA VALLEY, a General Law California municipality ("TOWN"), and Yucca Valley BMX, an affiliated program operated under the fiscal sponsorship of Basin Wide Foundation, a California nonprofit public benefit corporation ("BMX").

RECITALS

WHEREAS, TOWN is the owner of that real property described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as "Premises"; and

WHEREAS, BMX provides programs for bicycle motocross activities including practices, competitive races and special events (the "Program"). The Program is further described in Exhibit "B" hereto; and

WHEREAS, BMX has an immediate need for space for its Program and TOWN has an interest in BMX's provision of Program services to the community and in providing a facility suitable for the administrative operations of BMX; and

WHEREAS, TOWN hereby desires to Lease the Premises to BMX for the conduct of BMX Programs. BMX shall have the right to the use of the Premises and of the facilities and equipment therein during the term of this Lease, including any extensions thereof. Providing, however, that during the term of this Lease TOWN shall have the right to relocate the Premises to another similar location and coordinate to avoid any unreasonable program disruptions. Parties shall execute an amendment to this Lease stating the relocation of the Premises.

AGREEMENT

NOW, THEREFORE, the Parties incorporate the Recitals as set forth herein and agree as follows:

ARTICLE 1. Term and Termination

A. This Lease shall commence on April 1, 2026 and end on the 31th day of March 2026, ("Initial Term") unless sooner terminated or extended as hereinafter provided.

B. Provided that BMX is not in default under this Lease, the Lease shall be renewed annually for a one (1) year term unless either Party gives sixty (60) days notice in writing to the other Party of its intention to terminate.

C. Notwithstanding any provisions to the contrary in this Lease, TOWN may terminate this Lease ,with a ninety day period to cure, before the expiration of the stated term if (i) BMX does not receive approval by the appropriate governmental authority to continue to occupy the Premises; (ii) if such approval has been granted, but is subsequently withdrawn by such governmental authority, or (iii) BMX fails to continue to operate the BMX Program for which the Premises were originally leased, or (iv) either Party elects to terminate this Lease by notice delivered to the other Party at least sixty days (60) prior to such termination. In the event of the occurrence of any of the forgoing, TOWN may, in its sole discretion, give written

notice to BMX, to terminate this Lease and neither Party shall have any further obligation to the other hereunder.

ARTICLE 2. Lease

D. TOWN hereby Leases to BMX, and BMX hereby rents from TOWN, all of those certain Premises, which are specifically identified on "Exhibit A" and incorporated herein by this reference, on the terms and conditions contained in this Lease. BMX shall have the right to develop, operate, and provide facilities for bicycle motocross activities including practices and special events. Further, BMX shall have the right to develop and operate snack bars and concessions within the Premises. The operator(s) of snack bars and food concessions must obtain all proper permits which may apply to these facilities, and maintain compliance with all State, County and local regulations pertaining to such operations.

E. TOWN shall provide BMX with exclusive use of the Premises during the term of this Lease and shall not unreasonably interfere with or disrupt BMX's occupation and quiet enjoyment of the Premises.

ARTICLE 3. Minimum Rent

This Lease is entered into for good and valuable consideration for the period commencing on the Initial Term and ending as described in Article 1 above. BMX shall pay to TOWN as and for consideration of leasing the Premises the yearly rental amount of one dollar (\$1.00), due on June 30th of each year.

ARTICLE 4. Utilities

BMX shall be responsible for the timely payment of all utility bills (water, electric, gas, phone, cable) associated with the use of the Premises.

ARTICLE 5. Taxes

A. BMX recognizes and understands that this Lease may create a possessory interest subject to property taxation and that BMX may be subject to the payment of property taxes levied on such interest.

B. BMX covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by BMX and used in the exercise of BMX's rights under this Lease or levied by reason of BMX's rights under this Agreement or levied by reason of BMX's operations and Program pursuant to this Lease.

ARTICLE 6. BMX Obligations; Use of Premises

A. BMX will occupy and use the Premises exclusively and solely for the purpose of conducting the Program described in Exhibit "B" hereto and for no other use or purpose. BMX shall not use, or permit the Premises, or any part thereof, to be used for any purposes other than the purposes for which the Premises are hereby Leased.

B. BMX shall open for business on the Premises no later than the date of July 1, 2026 and shall thereafter operate continuously for business to the public in the Premises. BMX

shall conduct its business in the Premises during the usual and customary days and hours for such type of business. BMX's obligation to continuously operate its business in the Premises shall not apply if the Premises should be closed and the business of BMX temporarily discontinued therein for not more than three (3) days out of respect to the memory of any deceased officer or employee of BMX, or the relative of any such officer or employee.

C. BMX shall not commit any acts on the Premises, nor use the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. BMX shall, at BMX's own cost and expense, comply with all requirements of TOWN's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies.

D. BMX, at its sole cost, shall comply with any and all laws concerning the Premises or BMX's use of the Premises, including, without limitation, the obligation at BMX's cost to alter, maintain or improve the Premises in compliance with and conformity with all laws relating to the condition, use or occupancy of the Premises during the term (including the Americans With Disabilities Act).

E. BMX agrees not to use the Premises for any immoral or unlawful purpose.

F. BMX shall not commit any waste or any public or private nuisance upon the Premises.

G. BMX shall comply with all laws, rules, and orders of all federal, state and municipal governments or agencies that may be applicable to use of the Premises. BMX shall conform to and abide by all rules and regulations relating to the operation herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances, and statutes of the Town of Yucca Valley, County of San Bernardino, State of California, the federal government, and all other governmental agencies where applicable; and where licenses, permits, or approvals are required for such operations, the same must first be had and obtained from the regulating body having jurisdiction thereof, before such operation is undertaken. BMX shall at all times during the term of this Lease be a member in good standing of the American Bicycle Association ("ABA"), the national sanctioning body or its successor organization and abide by all rules and regulations promulgated by ABA.

H. BMX shall at all times keep the Premises in a neat and attractive appearance. BMX shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the Premises in a clean, orderly, and inviting condition satisfactory to TOWN. BMX will provide or obtain sufficient and regular trash removal services for the Premises throughout the term of this Lease.

I. BMX's use of the Premises is subject to: (i) the effect of any covenants, conditions, restrictions, easements, development agreements, mortgages or deeds of trust, ground Leases, rights of way, and other matters or documents of record now or hereafter recorded, (ii) the effects of any zoning laws of the TOWN, county and state where the Premises are situated. BMX covenants and agrees, any provision in this Lease to the contrary notwithstanding, that it will not use or permit the Premises to be used for any purpose

inconsistent with any of the existing grants, reservations, conditions, leases, restrictions or trusts upon or under which said lands are held by TOWN, the terms of which are hereby incorporated into this Lease as if set forth in full.

J. BMX agrees (i) that as to its leasehold estate it, and all persons in possession or holding under it, will conform to and will not violate said matters of record, and (ii) that this Lease is and shall be subordinate to said matters of record and any amendments or modifications thereto.

K. BMX shall employ no person in a position involving preparation or serving of food or direct contact with members of the public unless such person has a current Food Industry Retail and Service Training (FIRST) card of file with the County of San Bernardino.

L. BMX shall provide an annual report to TOWN with the following information, beginning June 30, 2026:

- i. Summary of past year's use of the Premises, including but not limited to information on large special events or consistent activities provided by BMX at the Premises;
- ii. Financial Statements showing BMX's financial capability to continue to occupy the Premises;
- iii. Status of annual state compliance as a California nonprofit public benefit corporation, including copies of Annual Registration Renewal Fee Report, Exempt Organization Annual Information Return and Statement of Information.

ARTICLE 7. Condition of Premises

BMX acknowledges that as of the date of this sub-Lease, BMX has inspected the Premises and all improvements on the Premises and that the Premises and improvements are in good order, repair, and condition.

The parties agree that any additional improvements or alterations to the Site, not otherwise specified herein, must be authorized by TOWN in writing and performed at the sole cost and expense of BMX.

ARTICLE 8. Repairs and Maintenance

A. BMX agrees to maintain the Premises and improvements in a professional manner acceptable to TOWN. BMX also agrees to repair any damage to the Premises commencing within twenty (20) days of such damage, except that BMX shall perform its obligations immediately if the nature of the problem presents a hazard or emergency. If BMX does not perform its obligations within the time limitations in this paragraph, TOWN can perform the obligations and have the right to be immediately reimbursed for the sum it actually expends, including the cost of TOWN employees and equipment, in the performance of BMX's obligation.

B. BMX further agrees that it will make no major alterations, repairs or improvements to said Premises without, in each case, the written consent of TOWN having first been obtained, including, but not limited to, carpentry, electrical, and painting; further, that in the event any major alterations, repairs or improvements in or to said Premises or made necessary for any reason whatsoever, BMX will submit plans and specifications to TOWN for approval thereof. If TOWN determines that improvements are acceptable, BMX will pay to the contractor all cost involved in completion of the approved requests. TOWN reserves the right for its authorized agents, employees or representatives to enter the Premises and the improvements located thereon to inspect the same or any part thereof at any time and to attend to and protect the TOWN's interest under this Lease.

The Town shall be responsible for maintenance and repair of the perimeter fencing, parking areas, utility infrastructure, accessible parking and pedestrian access routes and any existing or future drainage systems affecting the Premises. The Town shall also be responsible for vegetation clearance around the exterior of the perimeter fence. **ARTICLE**

9. BMX Improvements and Alterations

A. Prior to making any improvements or alterations to the Premises, BMX shall prepare and submit to TOWN a detailed plan showing location, layout and specification of planned improvements. No improvements are authorized until the plans are reviewed and written approval is given by the TOWN Planning Division. Under no circumstances shall such approval be interpreted as TOWN endorsement of the accuracy or sufficiency of the plans submitted. BMX will indemnify and defend TOWN for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs.

B. BMX shall, at its own expense, construct, perform, complete and maintain all construction and installations covered by this Lease in a good and workmanlike manner and with high quality materials, and shall furnish all tools, equipment, labor and material necessary to perform and complete the same, and hereby expressly warrants that all said materials and workmanship will be free from defects. BMX understands and agrees that all site approvals and any environmental approvals will be the responsibility of BMX.

C. BMX shall be responsible for constructing any improvements necessary to use the Premises, except as identified in Article 8 Section C, for the purpose of facilitating the conduct of its Program at its sole cost and expense (the "BMX's Work"). BMX shall have sole responsibility for all architectural and space planning involved in BMX's Work.

D. Except as set forth in this section, all alterations and improvements made to the Premises shall become the property of TOWN and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease, including any renewals or extensions.

E. It shall be BMX's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of BMX.

F. BMX will not at any time permit any mechanics', laborers, or material men's liens to stand against the Premises for any labor or material furnished to BMX or claimed to have

been furnished to BMX or BMX's agents, contractors, or sub-BMX's, in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of BMX; provided, however, that BMX shall have the right to contest the validity or amount of any lien or claimed lien, upon giving to TOWN a letter executed by BMX assuring that the lien or claimed lien will be paid, when and to the extent that the lien is finally determined to be valid and owing. BMX's right, however, to contest these liens shall not extend beyond the point where TOWN's title to the Premises could be lost. On final determination of the lien or claim of lien, BMX will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at BMX's own expense. If BMX fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, TOWN shall have the right, upon five (5) days' written notice to BMX, to pay or prevent this action, and the amount paid by TOWN shall be immediately due and payable to TOWN. TOWN shall have at all times the right to post and keep posted on the Premises such notices as may be provided for under and by virtue of the laws of the State of California for the protection of the Premises from mechanics liens or liens of the similar nature.

ARTICLE 10. Signs & Trade Fixtures

A. BMX may place and maintain signs on the Premises provided, however, that BMX shall first obtain any necessary governmental permits' or licenses therefore and maintain it in good appearance' and repair at all times during this Lease. At the termination, relocation, or expiration of this Lease, any of the items mentioned in this section that are not removed from the Premises by BMX may, without damage or liability, be destroyed by TOWN.

B. Any trade fixtures that are not removed from the Premises by BMX within sixty (60) days after the termination or expiration of this Lease shall be deemed abandoned by BMX and shall automatically become the property of TOWN as owner of the real property to which they are affixed.

ARTICLE 11. Entry

BMX shall permit TOWN or TOWN's agents, representatives, or employees to enter the Premises at all reasonable times and upon at least 2 hour prior notice to inspect the Premises to determine whether BMX is complying with the terms of this Lease and to do other lawful acts that may be necessary to protect TOWN's interest in the Premises under this Lease or to perform TOWN's duties under this Lease. TOWN's entry and any work conducted by TOWN or its contractors shall be performed without interruption or unreasonable interference with BMX's ability to operate its business and to remain open to the public for business.

ARTICLE 12. Surrender of Premises; Holding Over

A. On the expiration, relocation, or termination of this Lease, BMX shall promptly surrender and deliver the Premises to TOWN in as good condition as they are now at the date of this Lease, reasonable wear and tear excepted.

B. At the end of the Term, should BMX hold over for any reason, it is agreed that in absence of a written agreement to the contrary, that tenancy shall be form month-to-month only and not a renewal of this Lease, or an extension for further term. BMX shall pay monthly

rent in an amount established by TOWN, and the month-to-month tenancy shall be subject to every other term, covenant and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

BMX further agrees, in addition to the above, upon termination for any reason, to remove all goods, chattels, fixtures and equipment belonging to BMX from the Premises. Following the removal of such goods, chattels, fixtures, and equipment belonging to BMX, BMX shall repair any damage or injury to the said Premises or to any building, structure, or improvement located thereon, occasioned by installation or removal thereof. In the event that said goods, chattels, fixtures, and equipment are not removed within sixty (60) days after the expiration of this Lease or its termination for any other reason, BMX shall be deemed to have abandoned to TOWN the facilities, equipment, fixtures, goods, chattels, and any other property not so removed, at option of TOWN. If TOWN enters the Premises but elects not to exercise its option of having said property revert to TOWN, TOWN may remove the unclaimed property and dispose of it. BMX shall pay to TOWN the cost of such removal and disposal.

ARTICLE 13. Damage and Destruction

A. In the event that the buildings and/or fixed improvements within the Premises are more than eighty-five percent (85%) destroyed or made unusable by fire, flood, wind, vandalism, or any other causes, so as to make it impossible to carry on business thereon, this Lease and the provisions herein contained may be terminated by election of either party by written notice delivered in writing to the other party within sixty (60) days after the occurrence of such destruction. This Lease shall thereupon be of no further force and effect, except as to the provisions hereof which take effect in relation to termination of this Lease. In the event of termination at the election of either party pursuant to this section, the proceeds of all insurance payments paid or payable on account of such destruction shall belong to TOWN and to be disbursed or retained at its sole discretion. TOWN shall pay any indebtedness to lender(s) for any such loans taken by BMX for the sole purpose of building and/or constructing fixed improvements. Payments to lenders shall be limited to the extent of insurance proceeds available. In the event neither party terminates this Lease, BMX shall restore the Premises to the condition prior to such destruction at its sole expense. All restoration shall commence within sixty (60) days after the destruction and shall be completed in a reasonable time.

B. In the event that the buildings and/or fixed improvements are less than eighty-five percent (85%) destroyed, BMX shall repair or replace the destroyed improvements, at its sole expense. Written approval from TOWN shall be received before BMX begins repairs or replacements.

C. BMX shall give prompt notice to TOWN in case of fire or accidents in the Premises or of any damage or defects in the Premises or any fixtures or equipment therein.

ARTICLE 14. Waiver for Loss and Damage.

Except as may be expressly provided for to the contrary in this Lease, TOWN shall not be liable for any damage to property of BMX, or of others, located in, on or about the Premises, nor for the loss of or damage to any property of BMX or of others by theft or otherwise. TOWN shall not be liable to BMX, BMX's employees or representatives for any injury or damage to

persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other places or by dampness or by any other cause of whatsoever nature, except as may be proximately caused by an act or omission of TOWN or its employees, contractors or agents. TOWN shall not be liable to BMX, BMX's employees, if applicable, or representatives for any such damage caused by other BMX's or persons in the Premises, or the public, or caused by operations in construction of any private, public or quasi-public work, that are not proximately caused by TOWN, or its employees, contractors or agents. TOWN shall not be liable for any latent defects in the Premises or in the Building at any time after the commencement of BMX's Work. All property of BMX kept or stored on the Premises shall be so kept or stored at the sole risk of BMX and BMX shall hold TOWN harmless from any claims arising out of damage to the same, including subrogation claims by BMX's insurance carriers, unless such damage shall be proximately caused by the acts or omissions of TOWN, or its employees, contractors or agents.

ARTICLE 15. Assignment and Subletting

A. BMX shall not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of TOWN. The consent by TOWN to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Lease is assigned by BMX, or if the Premises or any part thereof are sublet or occupied by any person or entity other than BMX, TOWN may collect Rent from the assignee, subtenant or occupant, for its own use and purpose and terminate this Lease. Collection shall not be deemed a waiver on the part of TOWN, or the acceptance of the assignee, subtenant or occupant as BMX, or a release of BMX from the further performance by BMX of covenants on the part of BMX herein contained.

B. Irrespective of any assignment or Lease, BMX shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Agreement.

ARTICLE 16. Involuntary Assignment

No interest of BMX in this Lease shall be assignable by operation of law (including, without limitation, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if BMX is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which BMX is bankrupt; or, if BMX is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; (b) if a writ of attachment or execution is levied on this Lease; or (c) if, in any proceeding or action to which BMX is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by BMX, and Owner shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of BMX.

ARTICLE 17. Indemnification

A. **As-Is Condition.** BMX accepts the Premises in an "As Is" condition. BMX acknowledges and agrees that the Premises are to be leased to, and accepted by BMX, in an "As Is" condition with all faults. BMX has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Premises are or may be subject and accepts the Premises solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. BMX acknowledges that it is entering into this Lease on the basis of BMX's own investigation of the physical and environmental conditions of the Premises, including subsurface conditions, and BMX assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation.

B. **Indemnification.** BMX agrees to indemnify, defend the TOWN and its elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the TOWN for any claims or litigation which arise during the term of this Lease arising from BMX's occupancy of or Program activities on the Premises ("Claims or Litigation"). TOWN shall promptly provide BMX with notice of the pendency of any such Claims or Litigation and request that BMX defend the same. If TOWN fails promptly to notify BMX of any such Claims or Litigation, such failure shall not waive or diminish BMX's responsibility to defend, indemnify, or hold harmless the TOWN. BMX may utilize the Town Attorneys' office or use legal counsel of BMX's choosing, but shall reimburse TOWN for any necessary legal cost incurred by TOWN. If BMX fails to do so, TOWN may defend the Claims or Litigation and BMX shall pay the cost thereof, but if TOWN chooses not to defend the Claims or Litigation, it shall have no liability to BMX. BMX's obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal, or a settlement offer, the parties will confer in good faith as to how to proceed and the resolution of any such appeal and the parties' response to any such settlement offer shall require the consent of both parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing however, TOWN shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion at any time after the elapse of two (2) years from the filing of a court action on any Claims or Litigation and BMX shall remain liable hereunder for the Claims and Litigation.

C. **Assumption of Risk.** The foregoing indemnity and release applies to all Claims and Liabilities that may arise from BMX's Program. BMX understands that the described Program may be of a hazardous nature and/or poses all the risks associated with outdoor exposure, strenuous physical activity and/or the stresses and demands of competitive bicycle motocross sports and related recreational activities, whether physical, mental or emotional. Dangers could include, but are not limited to cuts, muscular or tendon strain, bruises, bleeding, weather exposure, stresses upon the cardiovascular system including but not limited to heart attack or stroke, broken or fractured bones and other debilitating or permanent physical and emotional injury, damage to personal property, or death. Knowing the risks involved, BMX nevertheless agrees to assume all risks of injury and to release and hold harmless the TOWN, who through negligence or carelessness, might otherwise be liable. It is further understood that this waiver, release and assumption of risk is to be binding on the heirs and assigns of BMX.

D. **1542 Waiver.** It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of TOWN and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of BMX, its successors, assigns or any affiliated entity of BMX, arising by virtue of the physical or environmental condition of the Premises or BMX's occupation thereof are by this release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, BMX and each of the entities constituting BMX, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

LESSEE'S INITIALS: _____

LESSOR'S INITIALS: _____

E. **Survival.** Notwithstanding any other provision of this Lease, Lessee's release and indemnification as set forth in the provisions of this Article shall survive the termination or expiration of this Lease and shall continue in perpetuity.

ARTICLE 18. Insurance

F. **Insurance.** BMX shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the BMX's operation and use of the leased premises. The cost of such insurance shall be borne by BMX. BMX shall file and maintain with TOWN at all times during the term of this agreement, a copy or certificate of insurance with an insurance company admitted in California. The policy shall contain additional endorsements naming the TOWN, its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of this lease. BMX shall require the carriers of the coverage to waive all rights of subrogation against the TOWN, its officers, employees, agents, and volunteers. **Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

(i) **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 **\$5,000,000** 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.

(ii) **Workers' Compensation Insurance:** Worker's Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. **(for lessees with employees).**

(iii) **Property Insurance:** Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. Additionally, BMX, during the term of this Lease, ensures that this insurance carries sufficient fire insurance for the benefit of both TOWN and BMX, as their interests

may appear, to cover the permanent buildings within the Premises, but not the contents thereof.

If BMX 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. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the TOWN.

G. **Additional Insured Status.** The TOWN, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of BMX 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 Lessee's insurance (at least as broad as ISO Form CG 20 10.)

H. **Waiver of Subrogation .** BMX hereby grants to the TOWN a waiver of any right to subrogation which any insurer of BMX may acquire against the TOWN by virtue of the payment of any loss under such insurance. BMX 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. However, BMX must obtain a workers' compensation endorsement waiving subrogation against the TOWN.

I. **Primary Coverage.** For any claims related to this contract, BMX insurance coverage shall be primary insurance 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 BMX's insurance and shall not contribute with it.

J. **Verification of Coverage.** BMX shall furnish the TOWN with original Certificates of Insurance, provided by the Basin Wide Foundation, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the TOWN before the Lease begins. However, failure to obtain the required documents prior to the Lease beginning shall not waive BMX's obligation to provide them. The TOWN reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

K. **Special Risk or Circumstances.** The TOWN reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. **Self Insured Retentions.** Self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either: BMX shall obtain coverage to reduce or eliminate such self-insured retentions as respects the TOWN, its officers, officials, employees, and volunteers; or BMX shall provide a financial guarantee satisfactory to the TOWN guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the TOWN.

L. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the TOWN.

M. **Notice of Cancellation .** BMX 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. In the event of any cancellation or reduction in coverage or limits of any insurance, BMX shall forthwith obtain and submit proof of substitute insurance. Should BMX fail to have in effect the required coverage at any time during this Lease, the TOWN may give notice to BMX to reinstate or acquire the affected coverage, and BMX shall cease operations during any time period that any required insurance is not in effect. Should BMX fail to reinstate or acquire the affected coverage within five (5) days of the TOWN's notice to reinstate or acquire such coverage, the TOWN may either terminate the Lease, reinstate or acquire the affected coverage, that BMX shall reimburse the TOWN for the necessary cost at the TOWN's option. If BMX does not reimburse the TOWN with ten (10) days after demand by the TOWN, the TOWN shall have the right to terminate this Lease.

ARTICLE 19. Default

A. **BMX's Default.** The occurrence of any of the following shall constitute a default by BMX: (i) abandonment and/or vacation of the Premises; (ii) failure to operate in the Premises for fifteen (15) consecutive days; (iii) failure to perform any nonmonetary provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to BMX; (iv) failure to timely deliver an estoppel certificate as required by this Lease.

B. Notices given under this Section shall not be deemed a forfeiture or a termination of this Lease unless TOWN so elects in the notice. Notices given under this Section **shall be in lieu of** and not in addition to any statutory notice required by law.

C. **TOWN's Remedies.** TOWN shall have the following remedies if BMX commits an uncured default:

1. TOWN can continue this Lease in full force and effect after BMX's default and abandonment, and the Lease will continue in effect as long as TOWN does not terminate BMX's right to possession, and TOWN may enforce all TOWN's rights and remedies under the Lease. During the period BMX is in default, TOWN can enter the Premises and re-let them, or any part of them, to third parties.

2. TOWN can terminate BMX's right to possession of the Premises at any time. No act by TOWN other than giving notice to BMX shall terminate this Lease. Acts of maintenance, efforts to relate to the Premises or the appointment of a receiver on TOWN's initiative to protect TOWN's interest under this Lease shall not constitute a termination of BMX's right to possession. On termination, TOWN has the right to recover from BMX any and all amounts and court costs, necessary to compensate TOWN for all detriment proximately caused by BMX's default.

3. TOWN, at any time after BMX commits a default, can cure the default at BMX's cost. If TOWN at any time, by reason of BMX's default, pays any sum or does any act that requires the payment of any sum, the sum paid by TOWN shall be due immediately from BMX to TOWN at the time the sum is paid, and if paid at a later date shall bear interest at LAIF rate from the date the sum is paid by TOWN until TOWN is reimbursed by BMX. The sum, together with interest on it, shall be additional rent.

4. Upon the occurrence of an Event of Default, TOWN shall also have the right, with or without termination of this Lease, to re-enter the Premises and remove all persons and property from the Premises. TOWN may store the property removed from the Premises in a public warehouse or elsewhere at the expense and for the account of BMX.

5. These remedies are not exclusive; they are cumulative and in addition to any remedies TOWN may have now or later allowed by law.

D. **Default by TOWN.** If TOWN fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail (provided, however, that if such default is of a nature that it cannot reasonably be cured within thirty (30) day period, TOWN shall have such additional time as may be required to effect such cure provided TOWN commences the cure within such 30 day period), TOWN's liability shall be limited to TOWN's interest in the Premises. TOWN shall not be liable to BMX for any damages sustained as a direct result of such default. Neither TOWN nor any of its officers, employees, or agents shall be personally liable.

ARTICLE 20. Waiver of Rights of Redemption.

BMX expressly waives any and all rights of redemption granted by or under any present or future laws in the event of BMX being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the Premises, by reason of the violation by BMX of any of the covenants or conditions of this Lease, or otherwise.

ARTICLE 21. Waiver of Breach

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease.

ARTICLE 22. Successors and Sale of Premises

A. **Successors and Assigns.** Except as provided in this Lease, all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of BMX unless the assignment to such assignee has been approved by TOWN in writing as provided for herein.

B. **Sale of Premises.** In the event TOWN shall sell, convey, transfer or exchange the Premises, BMX agrees to recognize and attorn to the purchaser or transferee, as the TOWN

hereunder and TOWN shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event arising after such sale, conveyance, transfer or exchange.

ARTICLE 23. Eminent Domain

If any part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the term of this Lease shall cease to the extent that it relates to the part so taken. If the whole or substantial part of the Premises be so taken, then upon such taking, BMX shall have the right either to cancel this Lease and declare same null and void, or to continue its operations on the remainder of the Premises under the terms herein provided. The award shall belong to and be paid to TOWN, except BMX shall receive from the award the following:

- a. A sum attributable to BMX's improvements or alterations made to the Premises by BMX in accordance with this Lease, which BMX's improvements or alterations BMX has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove.
- b. A sum paid BMX from the condemning authority for loss of goodwill.

ARTICLE 24. Public Records Disclosure

All information received by the TOWN from BMX or any source concerning this Lease, including the Lease itself, may be treated by the TOWN as public information subject to disclosure under the provisions of the California Public Records Act, Government Code §6250 et seq. (the "Public Records Act"). BMX understands that although all materials received by the TOWN in connection with this Lease are intended for the exclusive use of the TOWN, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which BMX has reasonably requested TOWN to hold in confidence is made to the TOWN, the TOWN shall notify BMX of the request and shall thereafter disclose the requested information unless BMX, within ten (10) days of receiving notice of the disclosure request, requests nondisclosure, provides TOWN a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold TOWN harmless in any/all actions brought to require disclosure. BMX waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event TOWN fails to notify BMX of any such disclosure request and/or releases any information concerning the Lease received from BMX or any other source.

ARTICLE 25. Miscellaneous

A. **Governing Law/Venue.** This Lease shall be governed by and construed in accordance with California Law. In the event of litigation the appropriate venue shall be the San Bernardino Superior Courts.

B. **No Discrimination.** Neither BMX or any person claiming under it shall discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religions creed, color, national origin, ancestry, sex, sexual orientation, age, physical

handicap, or marital status with respect to the concession granted herein or the occupancy, use or enjoyment of the Premises, and BMX shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Orders.

C. **Compliance with Laws.** TOWN shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the Property; and shall faithfully observe in said use all municipal ordinances, including, but not limited to, the general plan and zoning ordinances, state and federal statutes, or other governmental regulations now in force, or which shall hereinafter be in force.

D. **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

E. **No Brokerage Commission.** Each party agrees and acknowledges that no commission is due any real estate broker in connection with this Lease.

F. **Rights Cumulative.** The rights and remedies of TOWN specified in this Lease shall be cumulative and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of TOWN and BMX in addition to any other rights and remedies provided by law.

G. **No Partnership.** TOWN does not, in any way or for any purpose, become a partner of BMX in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with BMX by reason of this Lease. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby Rent is to be measured and ascertained.

H. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability), then performance of such act shall be excused for the period of such delay.

I. **Notices.** Any notice to either the Parties hereto required or desired under the provisions and conditions of this instrument shall be given in writing by certified mail, registered mail, or by personal delivery addressed to the party for whom it is intended at the following addresses. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service. The notice addresses of the Parties are as follows:

To TOWN: Town Manager
 Town of Yucca Valley

To BMX:

Either party, BMX or TOWN, may change the designee and/or address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

J. **Captions and Section Numbers.** The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

K. **BMX Defined, Use of Pronoun.** The word "BMX" means each and every person or party mentioned as a BMX herein, be the same one or more; and if there shall be more than one BMX, any notice required or permitted by the terms of this Lease may be given by or to anyone thereof, and shall have the same force and effect as if given by or to all thereof. The persons signing as BMX shall be jointly and severally liable. The use of the neuter singular pronoun to refer to TOWN or BMX shall be deemed a proper reference even though TOWN or BMX may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where BMX is a corporation, association, partnership, or individual, male or female, shall in all instances be assumed as though in each case fully expressed.

L. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

M. **Recording.** BMX shall not record this Lease or a memorandum thereof.

N. **Legal Expenses.**

1. In the event that any time during the Term either TOWN or BMX shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, or engage an attorney to enforce such provision then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the actual expenses of attorneys' fees and disbursements incurred therein by the successful party.

2. The successful party in such suit shall be entitled to its costs of suit and actual "attorneys" fees whether or not such action is prosecuted to judgment. "Successful party" within the meaning of this Section shall include, without

limitation, a party who brings an action against the other or who defends against an action brought by the other and whose position is substantially upheld.

O. **Authority.** If BMX is a corporation or partnership, each individual executing this Lease on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

P. **Severability.** In the event that any provision of this Lease shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Lease.

Q. **Run With the Land; Binding Affect.** The covenants contained in this Lease shall run with the land and shall be binding on successors and assigns of the parties. Each and all of the covenants, conditions, and agreements herein contained shall, in accordance with the context, inure to the benefit of TOWN and apply to and bind BMX, its respective heirs, legatees, devisees, executors, administrators, successors, agents, assignees, subtenants, concessioners and licensees.

R. **No Waiver.** No waiver by TOWN at any time of any of the terms and conditions of this Lease shall be deemed to operate as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

S. **Corporate Authority.** The persons executing this Lease 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 Lease on behalf of said party, (iii) by so executing this Lease, such party is formally bound to the provisions of this Lease, and (iv) the entering into this Lease does not violate any provision of any other Lease to which said party is bound.

T. **Entire Agreement.** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the representations, covenants, promises, agreements, conditions and understandings between TOWN and BMX concerning the Premises and there are no representations, covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Any subsequent alteration, amendment, change or addition to this Lease must be in writing, signed by TOWN and BMX.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

Date: _____

YUCCA VALLEY BMX
a California nonprofit public benefit corp.

By: _____
President

By: _____
Vice-President

Date: _____

TOWN OF YUCCA VALLEY
a municipal corporation

By: _____
Town Manager

APPROVED AS TO FORM:

By: _____
Town Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2024, before me, _____, a Notary Public, personally appeared _____, 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)

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

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
PREMISES

A portion of the south west ¼ of section 36, T1N, R5E, SBBM, also identified as APN #595-361-24 (fenced area containing BMX track and appurtenances)

DRAFT

EXHIBIT "B"

PROGRAM DESCRIPTION

DRAFT

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



To: Town Council

From: Curtis Yakimow, Town Manager

Date: June 9, 2026

Meeting Date: June 16, 2026

Subject: Professional Services Agreement with Morongo Basin Humane Society

Recommendation:

That the Town Council:

1. Approve a Professional Services Agreement with the Morongo Basin Humane Society (MBHS) for animal transfer, rehabilitation, and rehoming services for the period of July 1, 2026, through June 30, 2028.; and
2. Authorize the Town Manager, or designee, to execute all documents necessary to complete the agreement and to make non-substantive revisions as necessary.

Prior Review:

The recommended action reflects continued progress in meeting the recommendations included in the 2025 Animal Shelter Operational Review. The proposed agreement furthers implementation of Recommendation #3 in the Key Performance Factor - Animal Outcomes.

Discussion:

The Town of Yucca Valley operates an animal shelter and works with community partners to support animal welfare and increase positive outcomes for shelter animals. The Morongo Basin Humane Society has historically partnered with the Town by assisting with the placement, rehabilitation, and adoption of animals that may otherwise experience extended shelter stays or face challenges related to medical, behavioral, or other special needs.

The proposed agreement formalizes the relationship between the Town and MBHS. Under the agreement, MBHS will accept up to 25 eligible animals annually from the Town's animal shelter for rehabilitation and rehoming efforts. MBHS will provide housing, veterinary care, and related services at its sole discretion and expense.

The agreement also establishes annual reporting requirements to provide transparency regarding animal transfers, outcomes, and services provided. The initial term of the agreement

is two years, with options for annual extensions upon mutual agreement and available funding.

This agreement supports the Town's commitment to public health, animal welfare, and community partnerships by enhancing opportunities for animal rehabilitation and placement.

Alternatives

The Town Council could approve the agreement with modifications as directed by the Town Council, including changes to the term, scope of services, reporting requirements, compensation, or other provisions, or the Town Council could choose not to approve the agreement.

Fiscal Impact:

The agreement provides annual compensation to MBHS in the amount of \$25,000, payable in semi-annual installments upon invoice. In addition, a one-time payment of \$15,000 is included for documented services provided prior to the execution of the agreement.

Attachments

1. Draft Scope
2. Template Blank Professional Services (Regular Prof Liability Insur) Agreement

Draft Scope of Service

This document outlines the preliminary scope of service the Morongo Basin Humane Society (MBHS) is to provide to the Town of Yucca Valley (Town) through a professional services agreement.

1. Term of Agreement

The agreement is effective from July 1, 2026 through June 30, 2028, with options for annual extensions upon mutual agreement and budgetary capacity.

2. Services

Animal Intake and Transfer Services

MBHS agrees to accept up to 25 animals (dogs and cats, not including kittens or puppies unless those kittens or puppies have special medical or behavioral issues to be addressed)) per fiscal year from the Town of Yucca Valley Animal Shelter , as jointly identified by the Town and MBHS, prioritizing those that are best suited for MBHS's rehabilitation and rehoming networks. We acknowledge that it is a Town priority to transfer those at risk for euthanasia due to capacity limits, medical needs and behavioral issues and we will do our best to take as many of those cases as our program can accommodate, but we would also like to receive cases that the Town has a harder time placing due to other factors such as extended stays, breed characteristics or unique situations.

Transfer cases in the care of MBHS will receive housing and care, including veterinary services (spay/neuter, vaccines, medical treatment as necessary) in the sole discretion and at the sole financial responsibility of MBHS.

3. Reporting

MBHS will provide the Town with an annual written report on services performed under this Agreement no later than 30 days after the close of each fiscal year, or more frequently upon reasonable request. At a

minimum, the report shall summarize the number of animals transferred from the Town to MBHS during the reporting period, identified by species; the disposition or outcome of each transferred animal, including adoption, transfer to another placement partner, return to owner, foster placement, sanctuary placement, or other final disposition; the general categories of veterinary or behavioral services provided; and, to the extent reasonably available, average length of stay and notable program outcomes or trends. The report may also include aggregate information regarding animals that remained in MBHS care at the close of the reporting period. Nothing in this section requires disclosure of confidential adopter, foster, donor, or veterinary client information.

4. Financial Compensation

For FY 2026-2028, the Town shall pay MBHS a total contract amount of \$ 25,000 annually, payable in semi-annual installments upon invoice from MBHS. For documented services rendered prior to the establishment of this agreement, the Town shall pay MBHS a one-time payment of \$15,000.

5. Confidentiality and Non-Disparagement

Confidentiality: both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the term of this agreement.

Non-Disparagement: the Town and MBHS agree that during the term of this agreement, neither party, nor their respective officers, directors, employees, or agents shall in any communication, whether oral or written, disparage, defame, or cast in a false light the other party, its management, services or business practices.



AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

[REDACTED]

PROJECT

[REDACTED] **PROJECT**

TOWN PROJECT No.: [REDACTED]

AGREEMENT FOR SERVICES BETWEEN THE TOWN OF YUCCA VALLEY AND

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this _____ day of _____, 20____, by and between the Town of Yucca Valley, a general law city ("Town") and _____ ("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 [describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes] 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. **[DELETE IF NO FEDERAL FUNDS ARE USED. In addition to the terms, conditions, and performance obligations for the Work set forth in this Contract, Consultant must also comply with the federal contract terms, conditions, rules, and regulations set forth in the attached Exhibit E ("Federal Contract Terms, Conditions, and Regulations").]**

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 [REDACTED] Dollars (\$ [REDACTED]) (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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

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

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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:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
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 \$_____ as provided in Section 2.1 of this Agreement.

VI. 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.

EXHIBIT "E"

[OPTIONAL – DELETE IF NO FEDERAL MONEY IS BEING USED]

FEDERAL CONTRACT TERMS, CONDITIONS, AND REGULATIONS

As used in this Exhibit F, this Agreement may be referred to as the "contract," and Consultant may be referred to as "contractor." In performing its Work under the Contract, Contractor must conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, which will have full force and effect as though printed in full in the Contract. In addition to the terms, conditions, performance obligations, and other requirements set forth in the Contract, Contractor must comply with the following federal contract terms, conditions, and regulations, which are incorporated by reference in the Contract:

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR 60–1.4(b) provides:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction Work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed,

EXHIBIT "E"

or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or Workers' representatives of the contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction Work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in Work on or under the contract.

EXHIBIT "E"

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

2. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard Work week of 40 hours. Work in excess of the standard Work week is permissible provided that the Worker is compensated at a rate of not less than one and a half times the basic rate

EXHIBIT "E"

of pay for all hours Worked in excess of 40 hours in the Work week. The requirements of 40 U.S.C. 3704 are applicable to construction Work and provide that no laborer or mechanic must be required to Work in surroundings or under Working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research Work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
8. **2 CFR § 200.322 Procurement of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition,

EXHIBIT "E"

where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. **Certification for Contracts, Grants, Loans, and Cooperative Agreements.** The parties to this Contract agree to comply with the provisions of 43 CFR 18, New Restrictions on Lobbying, including the following certification requirements:

In accordance with 43 C.F.R. § Part. 18, Appendix A, each of the parties to this Contract certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

10. **Executive Order 13513 of October 1, 2009, Federal Leadership On Reducing Text Messaging While Driving.** Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Each Federal agency, in procurement contracts, grants, and cooperative agreements, and other grants to the extent authorized by applicable statutory authority, entered into after the date of this order, must encourage contractors, subcontractors, and recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any Work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order.

EXHIBIT "E"

- 11. Drug-Free Workplace (2 CFR §182 and §1401).** The Department of the Interior regulations at 2 CFR 1401—Government-wide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) are hereby incorporated by reference and made a part of this Contract. By entering into this Contract, the Contractor agrees to comply with 2 CFR 182.
- 12. Copeland Anti-Kickback Act (18 U.S.C. 874).** Contractor agrees to comply with the Copeland Anti-Kickback Act as supplemented by Department of Labor regulations (29 CFR part 5).

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



To: Town Council

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

Date: June 10, 2026

Meeting Date: June 16, 2026

Subject: Resolution No. 26-XX: Town of Yucca Valley, FY 2026-2027, SB 1, Road Maintenance and Rehabilitation Account (RMRA): Approval of the project list; Authorization to Submit the Town's Project List to the California Transportation Commission.

Recommendation:

That the Town Council adopt Resolution 2026-XX, approving the allocation of the Town's Fiscal Year 2026-2027 SB 1, Road Maintenance and Rehabilitation Account (RMRA) funds, estimated at the amount of \$619,757.00 approving the associated project list for expenditure of RMRA funds as the Town's project for fiscal year 2026-2027, and direct staff to publish and transmit the approved project list to the California Transportation Commission and any other required state agencies in accordance with the legislative requirements.

Prior Review:

There has been no prior review of this matter.

Discussion:

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation, and critical safety needs on both State and local roads, SB 1 increases per-gallon fuel excise taxes; diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

In order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, the Town must submit to the Commission a list of projects proposed for funding. All projects proposed to receive funding must be included in the Town budget that is adopted by the Town council at a regular public meeting. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The Town must also report on Maintenance of Effort (MOE) compliance to document that the SB1 funds are increasing the Town's expenditure on road maintenance rather than supplanting Town funds.

Town Impact

The RMRA Projected FY2026-27 Revenues are based on California Dept of Finance estimates released with the Governor's proposed budget May 15, 2026. The Town of Yucca Valley is expected to receive an allocation of \$619,757.00 in FY 2026-27 that can be used for road maintenance and rehabilitation, safety projects, complete street components, or traffic control devices. The California Department of Finance will be adjusting the estimated allocation in the future due to the recent events affecting the economy.

Staff recommend using the RMRA funds, as identified in attachment A, for the following projects:

- Town-Wide Annual Slurry/Cape Seal Maintenance Program

Alternatives

Staff recommend no alternative actions

Fiscal Impact:

The estimated construction cost for each project is shown below:

TOWN-WIDE ANNUAL SLURRY/CAPE SEAL MAINTENANCE PROGRAM	\$ 619,757.00
--	----------------------

If necessary, staff will return to Council for the request for approval of budget amendments to complete these projects.

Attachments

1. LSRP 26_27 Estimates
2. 2026 Slurry-Cape Seal Project Map
3. 2026 Slurry_Cape Seal Project Street List
4. Resolution 26-XX RMRA Project List Approval

Shared Revenue Estimates: State Revenue Allocations to Cities and Counties
Local Streets and Roads Estimates: 2025-26, 2026-27
Including Highway Users Tax Account (HUTA) and
Road Maintenance and Rehabilitation Account (RMRA)

The state of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes.¹ The local (city and county) portions of these allocations flow through the Highway Users Tax Account (HUTA), the familiar gasoline tax revenues that have been in place for decades, and the Road Maintenance and Rehabilitation Account (RMRA) which allocates much of the revenue from the Road Repair and Accountability Act of 2017 (SB1 Beall).

State taxes transferred to and allocated through the state Highway Users Tax Account (HUTA) include:

- The per gallon “gasoline tax” and “diesel fuel tax” imposed on the use of vehicle fuels.
- The “use fuel tax,” imposed on vendors and users of motor vehicle fuels that are not taxed under either the gasoline or diesel fuel tax, such as liquefied petroleum gas, ethanol, methanol and natural gas (both liquid and gaseous) for use on state highways. Use Fuel Tax rates vary depending on the type of fuel.
- Variable rate per gallon gasoline diesel fuel excise taxes imposed in 2010-11 in a complicated arrangement known as the “fuel tax swap.” This rate replaced the previous Proposition 42 sales tax on gasoline.

Transportation taxes allocated to cities and counties through the Road Maintenance and Rehabilitation Account (RMRA) established by the Road Repair and Accountability Act of 2017 (SB1 Beall) include:

- An additional 12 cent per gallon increase to the gasoline excise tax effective November 1, 2017 with annual inflation adjustments beginning July 1, 2020.
- An additional 20 cent per gallon increase to the diesel fuel excise tax effective November 1, 2017 with half of the revenues going to the state Trade Corridor Enhancement Account (TCEA) and half to the RMRA. Annual inflation adjustments beginning July 1, 2020.
- An additional vehicle registration tax called the “Transportation Improvement Fee” with rates based on the value of the motor vehicle effective January 1, 2018 with annual inflation adjustments beginning July 1, 2020.
- An additional \$100 vehicle registration tax on zero emissions vehicles of model year 2020 or later effective July 1, 2020 with annual inflation adjustments beginning July 1, 2021.

The Road Repair and Accountability Act of 2017 (SB1 Beall) also adopted annual inflationary adjustments beginning July 1, 2020 to all per-gallon motor vehicle fuel excise taxes including the rates allocated through the Highway Users Tax Account (HUTA).

¹ Taxes on aircraft jet fuel are transferred to the state Aeronautics Account.

Highway Users Tax Account (HUTA)

Revenue Allocations – Streets & Highways Code Sec 2103-2108 “HUTA”

Cities and counties receive revenue from the motor vehicle fuel taxes imposed pursuant to Revenue and Taxation Code Section 7360(a) and (b) through the Highway User Tax Account under the following formulas outlined in the Streets and Highways code and illustrated in Figure 1.

Section 2104. Section 2104 allocates funds to counties with designated allotments for engineering and administration, snow removal, heavy rainfall / storm damage as well as county streets, roads and public mass transit guideways and facilities.

Section 2105. Section 2105(a) allocates 11.5 percent of the tax revenues in excess of 9 cents per gallon (i.e. the Proposition 111 rate) monthly among counties based on population.

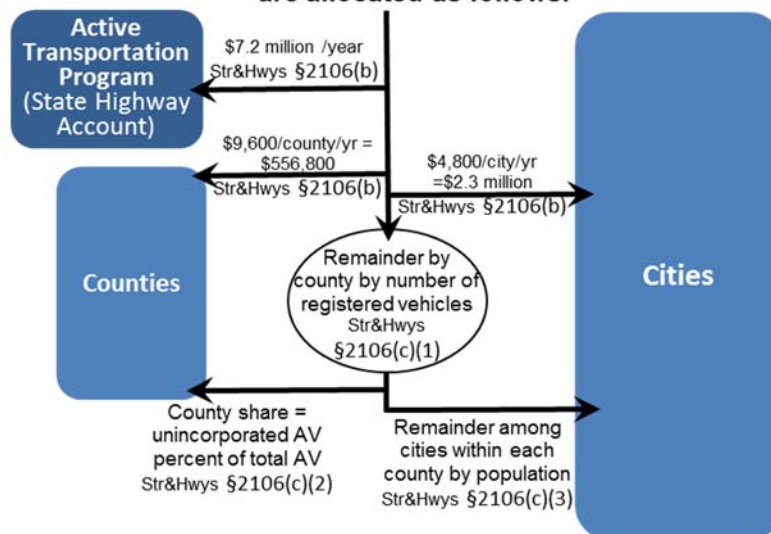
Section 2105(b) allocates 11.5 percent of the tax revenues in excess of 9 cents per gallon (i.e. the Proposition 111 rate) monthly among cities based on population.

Section 2106. Revenues equal to 1.04 cents per gallon are allocated as follows:

- \$7.2 million per year to the State Bicycle Transportation Account.
- \$400 per month to each city (\$2,313,600 per year among the 482 eligible cities²)
- \$800 per month to each county (\$556,800 per year among the 58 counties)
- The residual amount to each county and the cities in that county based on registered vehicles. In each county, from this amount, the county receives an allotment based on the share of assessed value of the county which is in the unincorporated area. The remainder is allocated to the cities within the county based on population.

Streets & Highways Code Section 2106

Revenues equal to 1.04 cents per gallon
are allocated as follows:



² The city of Rolling Hills has only private streets and is therefore not eligible to receive these allocations.

Section 2107. This section provides monthly allocations to cities of 1.315 cents per gallon of gasoline, 1.8 cents per gallon of diesel, and 2.59 cents per liquefied petroleum gas (LPG), as follows.

- a. Each city with snow removal costs in excess of \$5,000 is allocated 50 percent of the cost exceeding \$5,000.
- b. The remainder is allocated to cities based on population.

Section 2107.5. These funds (about \$2.7 million per year) are allocated to cities annually in July based on population as follows:

Streets & Highway Code §2107.5	
City Population	Annual Allocation
over 500,000	\$ 20,000
100,000 to 500,000	\$ 10,000
50,000 to 99,999	\$ 7,500
25,000 to 49,999	\$ 6,000
20,000 to 24,999	\$ 5,000
15,000 to 19,999	\$ 4,000
10,000 to 14,999	\$ 3,000
5,000 to 9,999	\$ 2,000
less than 5,000	\$ 1,000

Section 2107.5 funds must be used for engineering costs and administrative expenses related to city streets. Cities with populations under 10,000 may also expend the moneys for street construction or acquisition of street rights-of-way.

Section 2103 HUTA and the 2010 Gasoline Sales Tax – Excise Tax Swap

In March 2010 as a part of a special budget session called by Governor Schwarzenegger, the Legislature enacted a swap of state sales taxes on gasoline for a gasoline excise tax. Intended to be “revenue neutral,” the fuel tax swap provided the Legislature with greater flexibility in the use of funds, in particular relieving the general fund from the cost of state transportation debt service payments. The fuel tax swap:

1. Repealed the state sales tax on gasoline (local rates including the Bradley Burns are NOT affected);
2. Increased the excise tax on gasoline by 17.322 cents and added an annual adjustment mechanism intended to ensure the new excise tax provides, over time, the same amount of revenues expected from the sales tax on gas (no more, no less);
3. Increased the sales tax on diesel by 1.75 percent and allocated 75 percent to local transit agencies and 25 percent to state transit programs. The excise tax on diesel was reduced from 18 cents to 13.6 cents. Sales tax revenues from diesel must go to transit funding.
4. Provided for a specific allocation of the funds among state and local transportation needs.

Revenues from the new Section 2103 excise tax rate are now allocated as follows:

1. State transportation debt service;
2. Remainder allocated:
 - a. 44 percent to the State Transportation Improvement Program (STIP);
 - b. 12 percent State Highway Operation and Protection Program (SHOPP);
 - c. 44 percent evenly split between cities and counties using current HUTA formulas.

Section 2103 funds are allocated to cities on a per capita basis and to counties 75 percent based on the proportion of registered vehicles and 25 percent based on the proportion of maintained county road miles.

The law included expressed legislative intent to fully replace the local streets and road funds cities and counties would have received under Proposition 42 state sales tax on gasoline with allocations from the new higher motor vehicle excise tax (HUTA) rate.

However, the swap created certain revenue effects related to the timing and receipt of revenues. In particular, the law provided that the new excise tax rate be adjusted annually by the BOE to garner an amount of revenues equal to what Prop42 would have provided in the prior year. Thus, the annual Sec 2103 funds were always “looking backward.” If the Section 2103 amounts generated less than Prop42 would have, the difference was made up until the following year.

In the years following the swap, there were a number of snafus and changes in interpretation of the Section 2103 allocation. In FY2011-12 SCO allocated more money to cities and counties and did not fully backfill state transportation programs for weight fees that were used for debt service and loans that those funds would have otherwise received. This was contrary to the Legislature’s intention, but the statute was not clear. The statute was clarified in the 2013 budget to clarify the original intent of the weight fee swap to fully backfill state transportation funds. [Streets & Highways Code 2103 (a)(1)(D)].

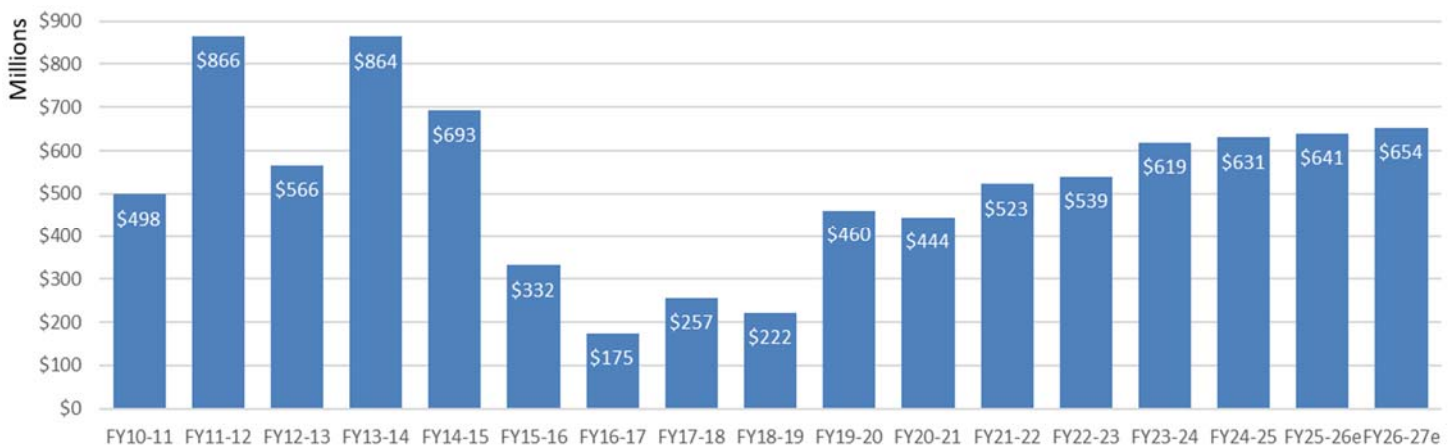
Changes to HUTA Allocated Rates, Including the Variable Rate by the Road Repair and Accountability Act of 2017 (SB1 Beall)

In addition to increasing various fuel and motor vehicle registration taxes, the Road Repair and Accountability Act of 2017 (SB1 Beall) removed BOE’s discretionary rate setting role over the Section 2103 variable rate and reset the variable rate at 17.3 cents per gallon on July 1, 2019, up from the current 11.7 cents. This adjustment more than doubled Section 2103 revenue allocations for FY2019-20 over the prior year.

With regard to diesel fuel taxes, SB1 also eliminated the price-based adjustment mechanism applied to the diesel fuel tax rate.

Since 2020, gasoline and diesel fuel excise tax rates are increased on July 1 by the change in the California Consumer Price Index from the prior year. These include the 18 cent per gallon base rate, the 17.3 percent per gallon rate, the diesel fuel excise tax rate and vehicle registration taxes.

Streets & Highways Code Section 2103 Variable Gas Tax Allocations to Cities and Counties



California Gasoline Excise Tax Rates - Per Gallon				
Effective Date	Base Rate	Sec2103	SB1 Rate	Total
July 1, 2015	\$ 0.180	\$ 0.120		\$ 0.300
July 1, 2016	\$ 0.180	\$ 0.098		\$ 0.278
July 1, 2017	\$ 0.180	\$ 0.117		\$ 0.297
Nov 1, 2017*	\$ 0.180	\$ 0.117	\$ 0.120	\$ 0.417
July 1, 2019	\$ 0.180	\$ 0.173	\$ 0.120	\$ 0.473
July 1, 2020	\$ 0.192	\$ 0.185	\$ 0.128	\$ 0.505
July 1, 2021	\$ 0.194	\$ 0.187	\$ 0.130	\$ 0.511
July 1, 2022	\$ 0.205	\$ 0.197	\$ 0.137	\$ 0.539
July 1, 2023	\$ 0.220	\$ 0.212	\$ 0.147	\$ 0.579
July 1, 2024	\$ 0.227	\$ 0.218	\$ 0.151	\$ 0.596
July 1, 2025	\$ 0.233	\$ 0.224	\$ 0.155	\$ 0.612
July 1, 2026e	\$ 0.241	\$ 0.232	\$ 0.161	\$ 0.634

California Diesel Excise Tax Rates			
Effective Date	Base Rate	SB1 Rate	Total
July 1, 2017	\$ 0.160		\$ 0.160
Nov 1, 2017*	\$ 0.160	\$ 0.200	\$ 0.360
July 1, 2019	\$ 0.160	\$ 0.200	\$ 0.360
July 1, 2020	\$ 0.171	\$ 0.214	\$ 0.385
July 1, 2021	\$ 0.173	\$ 0.216	\$ 0.389
July 1, 2022	\$ 0.182	\$ 0.228	\$ 0.410
July 1, 2023	\$ 0.196	\$ 0.245	\$ 0.441
July 1, 2024	\$ 0.202	\$ 0.252	\$ 0.454
July 1, 2025	\$ 0.207	\$ 0.258	\$ 0.465
July 1, 2026e	\$ 0.214	\$ 0.268	\$ 0.482

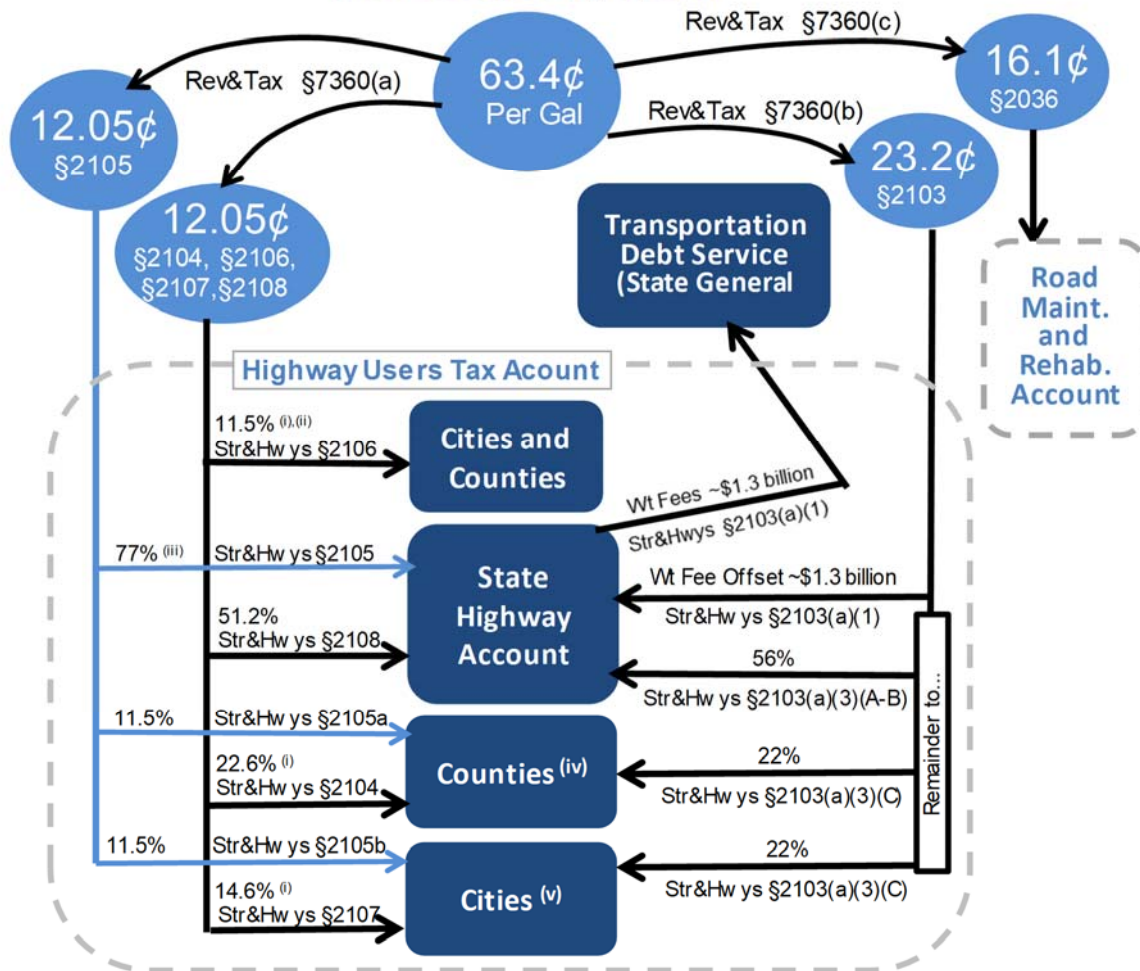
Use of Funds: HUTA

The use of local Motor Vehicle Fuel Tax funds is restricted by Article XIX of the California State Constitution and by Streets and Highways Code Section 2101. All Motor Vehicle Fuel Tax funds allocated from the Highway Users Tax Account must be expended for the following:

- (a) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.
- (b) The research and planning for exclusive public mass transit guideways (and their related fixed facilities), the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.
- (c) The construction and improvement of exclusive public mass transit guideways (and their related fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, the administrative costs necessarily incurred in the foregoing purposes, and the maintenance of the structures and the immediate right-of-way for the public mass transit guideways.
- (d) The payment of principal and interest on voter-approved bonds issued for the purposes specified above.

Allocation of Gasoline Excise Tax Revenues

rates effective July 1, 2026



(i) The 4.39¢ local share of diesel fuel tax is allocated 1.8¢ to counties and 2.59¢ to cities.

(ii) Str&Hwy Code §2106 funds are distributed based on registered vehicles, assessed property valuation, and population.

(iii) A portion of funds in State Highway Account is allocated among counties and cities for Regional Transportation Improvement Programs.

(iv) County apportionments are based on numbers of registered vehicles and county road mileage.

(v) City apportionments are based on population.

(vi) Beginning July 1, 2020 and annually thereafter, these rates are subject to an annual cost-of-living adjustment.

Three Year State General Fund TCRF Loan Repayment Funds

SB1 stipulated the repayment of \$706 million by the state General Fund to transportation funds over three fiscal years: 2017-18, 2018-19, and 2019-20. Under SB1, \$75 million was allocated to local streets and roads from repayments of Transportation Congestion Relief Funds (TCRF) in each of these three years. These funds were allocated half to cities and half to counties with the city funds allocated among cities on a per capita basis, the county funds allocated among counties based on numbers of registered vehicles and county road mileage.

These TCRF revenues may be deposited in local HUTA funds.³ However, these TCRF funds carried slightly different use requirements than HUTA funds. TCRF funds could be expended only for street and highway maintenance, rehabilitation, reconstruction or storm damage repair. For these purposes,

- “Maintenance” means patching and/or overlay and sealing.
- “Reconstruction” includes any overlay, sealing or widening of the roadway, if the widening is necessary to bring the roadway width to the state minimum standards, but does not include widening for the purpose of traffic capacity.
- “Storm damage repair” is repair or reconstruction of local streets and highways and related drainage improvements that have been damaged due to winter storms and flooding, and construction of drainage improvements to mitigate future roadway flooding and damage problems, in those jurisdictions that have been declared disaster areas by the President of the United States.

Road Maintenance and Rehabilitation Account (RMRA)

Revenue Allocations – Streets & Highways Code Sec 2031 “RMRA”

The Road Repair and Accountability Act of 2017 (SB1 Beall) represented a significant additional investment in California’s transportation systems of over \$5 billion per year. The Act increased per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilized the problematic price-based fuel tax rates and provided for inflationary adjustments to rates in future years. The Act is more than doubling local streets and road funds allocated through the Highway Users Tax Account (HUTA) and through the Road Maintenance and Rehabilitation Account (RMRA) which it established.

The RMRA receives funds⁴ from the following new taxes imposed under the Road Repair and Accountability Act of 2017:

- A 12 cent per gallon increase to the gasoline excise tax effective November 1, 2017.
- A 20 cent per gallon increase to the diesel fuel excise tax effective November 1, 2017, half of which will be allocated to Trade Corridors Enhancement Account (TCEA) with the remaining half to the RMRA.
- A new vehicle registration tax called the “transportation improvement fee,” effective January 1, 2018, based on the market value of the vehicle.
- An additional new \$100 vehicle registration tax on zero emission vehicles model year 2020 and later effective July 1, 2020.

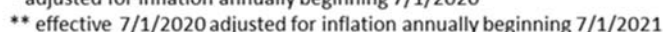
³ Note that the “loan repayment” is between the state general fund and state transportation funds. From an accounting standpoint this is NOT a debt repayment to local agencies, it is simply revenue.

⁴ In addition, funds from a 4 percent increase in the diesel sales tax to 5.75 percent from the prior 1.75 percent effective November 1, 2017 are allocated to the Public Transportation Account.

- ## SB1 Transportation Improvement Fee

SB1 Road Improvement Fee (RIF)

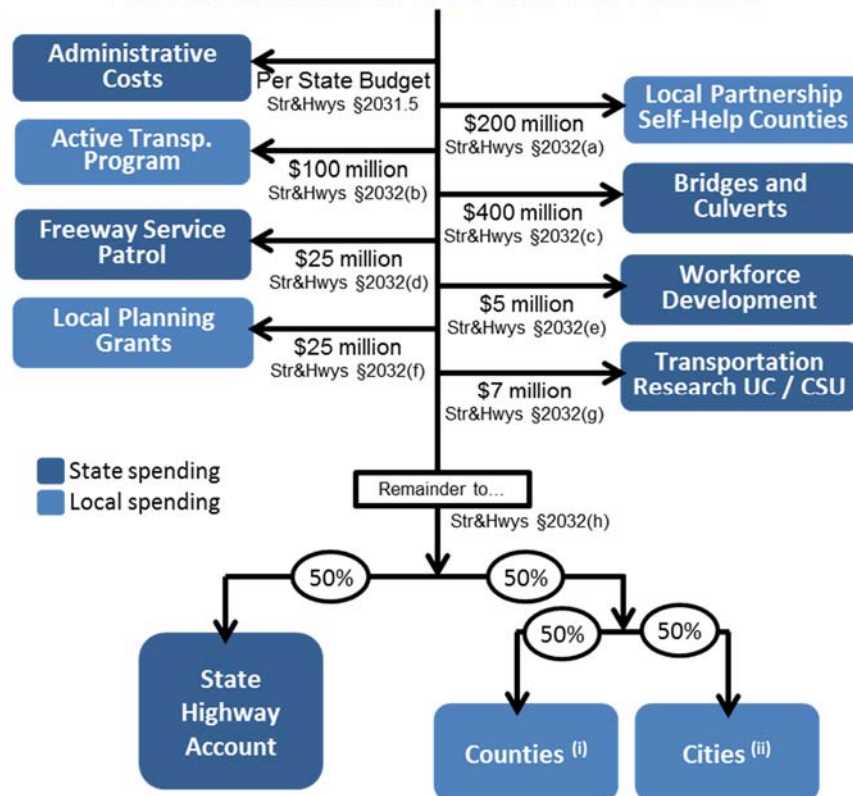
*Zero Emission Vehicles, 2020 or later models.



The Road Repair and Accountability Act directs the State Controller to allocate, on a monthly basis, fifty percent of the revenues in the RMRA to the State Highway Operation and Protection Program (SHOP) in the State Highway Account and half to cities and counties. But there are a series of specific program allocations, subject to appropriation in the annual state budget, to be taken out first:

1. Administrative costs.
2. \$200 million for the State-Local-Partnership Program for existing and aspiring self-help jurisdictions.
3. \$100 million annually for the Active Transportation Program for the purpose of encouraging increased use of active modes of transportation, such as biking and walking.
4. \$400 million for state bridge and culvert maintenance and rehabilitation.
5. \$25 million for the state's Freeway Service Patrol program.
6. \$5 million for five years through FY 2021-22 for pre-apprenticeship training programs of the California Workforce Development Board.
7. \$25 million for local planning grants to encourage local and regional planning.
8. \$7 million for transportation research and transportation-related workforce education, training, and development including \$5 million to the University of California and \$2 million to the California State University.

Allocation of Road Maintenance and Rehabilitation Account Revenues



(i) County apportionments are based on numbers of registered vehicles and county road mileage.
(ii) City apportionments are based on population.

Use of Funds: RMRA [Streets and Highways Code Section 2030]

The use of RMRA local streets and roads funds is similar but, not identical, to HUTA use rules. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects “that include, but are not limited to,” the following

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, “including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project.”

RMRA funds may also be used to satisfy a match requirement for projects eligible for state or federal funds.

SB1 also contains non-obligatory intent language regarding the use of funds. “To the extent possible and cost effective,” cities and counties are to use a use:

- advanced recycling techniques that reduce greenhouse gas emissions;
- automotive technologies, ZEV fueling, infrastructure-to-vehicle;
- communications autonomous vehicle systems;
- resiliency re climate change, fires, floods, sea level rise; and
- complete street elements, access for bicycles, pedestrians.

If a city or county has an average Pavement Condition Index that meets or exceeds 80, the city or county may spend its RMRA funds on transportation priorities other than these. [Streets and Highways Code Sec 2037]

Maintenance of Effort: RMRA [Streets and Highways Code Sec 2036]

The Road Repair and Accountability Act contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new roads funds do not supplant existing levels of city and county general revenue spending on streets and roads. The MOE for the receipt of RMRA funds state that a city or county must maintain general fund spending for street, road, and highway purposes at no less than average of 2009–10, 2010–11, and 2011–12 years. In making this calculation an agency may exclude one-time funds. A city or county that fails to comply in a particular year may make it up with in additional expenditures in the following year.

The Act provides that the State Controller may perform audits to ensure compliance with these MOE rules. If the State Controller determines that a city or county has not met its MOE, the agency will be required to reimburse the state for the funds it received during that fiscal year. However, a city or county that fails to comply in a particular fiscal year may expend during that fiscal year and the following fiscal year a total amount that is sufficient to comply. Any funds withheld or returned as a result of a failure to comply will be reapportioned to the other counties and cities whose expenditures are in compliance.

For further guidance, see the State Controller’s *“Guidelines Relating to Gas Tax Expenditures for Cities and Counties.”*

Spending Plans and Reports: RMRA [Streets and Highways Code Sec 2034]

The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in a fiscal year, a city or county must submit to the California Transportation Commission (CTC) a project list pursuant to an adopted budget. The list must include for each project: description, location, schedule, useful life. [Streets and Highways Code Sec 2034(a)]

The Road Repair and Accountability Act also requires that a city or county submit to the CTC an annual report of project completion in order to receive RMRA funds. The report must include descriptions of all projects for which RMRA funds were expended including: description, location, funds expended, completion date, estimated useful life of the project.

Budgeting and Accounting for RMRA Funds: The ~60 Day Delay

The allocation of Road Maintenance and Rehabilitation Account (RMRA) revenues to cities and counties takes many weeks. It takes the State Controller's Office roughly 30 to 60 days from the time of revenue collection by the state, through the various statutory set asides to distribute the funds to cities and counties in monthly allocations. Consequently, the estimates shown in this report are for revenues collected for July through June are not received on a cash basis by local agencies until September through August. That is, for example, the FY2022-23 figure for your agency is revenues collected in and for July 2022 through June 2023 but distributed in monthly allocations September 2022 through August 2023. Cities and counties thus have two choices in the budgeting and accounting of RMRA revenues:

- 1) apply a 60 day accrual policy to RMRA funds (*recommended*); or
- 2) adjust RMRA budgets (especially in FY2017-18) to reflect a distributed cash basis.

Local Streets and Roads (HUTA and RMRA) Revenue Estimates for FY2025-26 and FY2026-27

We have computed revenue estimates for each city and county using a model reflecting the local allocation formulas, latest population figures used by the State Controller for allocations and estimates by the state Department of Finance (DOF) of statewide HUTA and RMRA tax revenues provided with the ***Governor's May Revision of his Proposed 2026-27 Budget (released May 14, 2026)*** and analyses of SB1(Beall), The Road Repair and Accountability Act of 2017. Compared to their January 2026 projections for 2025-26, DOF statewide revenue estimates show a slight (0.5 percent) downward revision in their RMRA estimate and a slight (0.8 percent) downward revision in HUTA estimate for a 0.7 percent lower total LSR estimate for this current 2025-26 fiscal year.

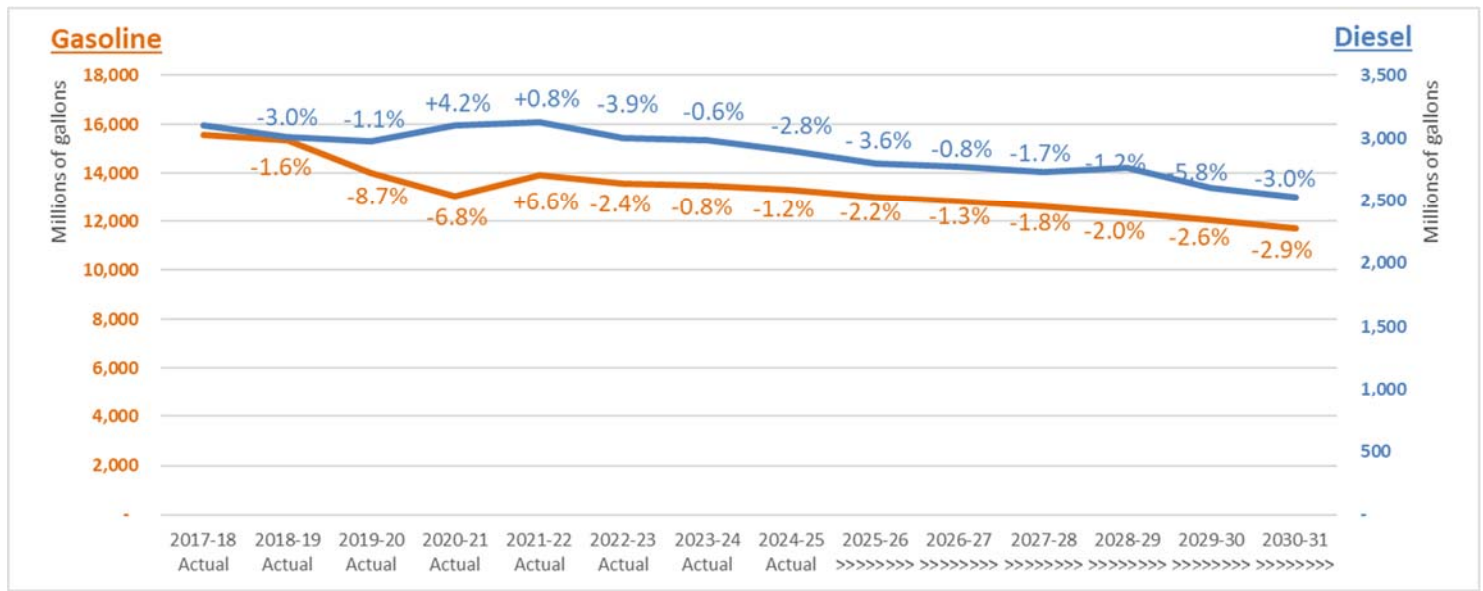
DOF's May 2026 revised 2026—27 budget year local RMRA estimate is 0.3 percent higher than in January, it's HUTA estimate 0.3 percent lower for an insignificant total LSR change.

DOF now estimates overall LSR allocations to cities and counties for the current 2025-26 year will increase 1.2 percent from prior year. For budget year FY2026-27, DOF estimates total statewide local streets and roads allocations will grow by 2.0 percent.

Fuel consumption was sharply down during the height of the COVID-19 pandemic but has largely recovered to its prior, slightly declining trajectory. Recently, fuel prices have increased steeply but the price of fuel no longer has a direct effect on local streets and roads revenues because all rates are per gallon, regardless of price.

Despite lower fuel consumption, scheduled rate increases stipulated in SB1 have kept local allocations of revenue growing at a modest pace but this growth is expected to continue to flatten. Gas tax revenue collections are forecast to increase 2 percent in 2025-26 and again in 2026-27 but to zero growth by FY 2030-31.

On the other hand, vehicle registration tax revenues from the SB1 vehicle registration tax ("Transportation Improvement Fee") and the zero emission vehicle registration tax ("Road Improvement Fee") are forecast to increase by about 6 percent in 2025-26 and again in 2026-27 and sustain this pace of growth over the five year forecast period.



HUTA (Highway Users Tax Account)

HUTA revenues are allocated to cities and counties pursuant to Sections 2103-2107 of the Streets and Highways Code. The per gallon excise tax rates that provide HUTA revenues are adjusted annually on July 1 as described above. Revenue changes depend on the combined effects of 1) these rate adjustments, 2) taxable gallonage, and 3) the relative change of statutory transfers including the "weight fee offset" that pays state transportation bond debt.

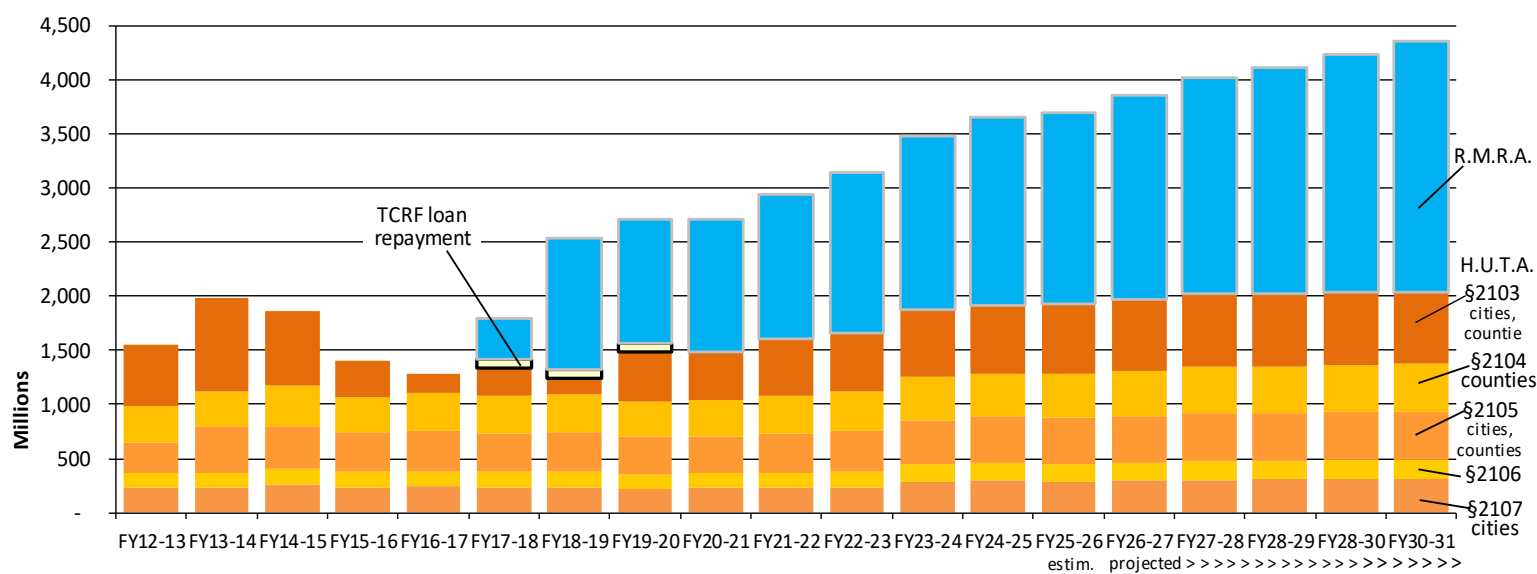
Sec2103-2108 HUTA allocations (not including RMRA) grew 5.5 percent in FY2024-25. But HUTA revenue growth is now flattening and will continue to decline. DOF estimates 1.1 percent HUTA growth in current year 2025-26 and 2.4 percent growth in budget year 2026-27.

RMRA (Road Maintenance and Rehabilitation Account)⁵

The Road Repair and Accountability Act (SB1) taxes that provide funding to cities and counties through the RMRA began on November 1, 2017 when the new per-gallon fuel excise taxes took effect. It also includes allocations from the SB1 vehicle registration tax ("Transportation Improvement Fee") and the zero emission vehicle registration tax ("Road Improvement Fee") which are expected to grow more robustly and are not

⁵ Note that RMRA revenues are delayed 60 days from collection to allocation. That is, the revenues for a July 1 to June 30 fiscal year are allocated September 1 through August 31. These are spendable in the fiscal year because your accounting staff "accrues" them back into your fiscal year.

Because of this, city and county RMRA revenues are expected to grow more robustly. DOF estimates 2025-26 revenue will be 1.4 percent higher than 2024-25 actuals and that 2026-27 revenues will grow by 6.9 percent over the current year.



Due to complicated statutory transfers from these revenues before the city and county allocations are made (including the \$1.31 billion transfer for state transportation debt service), actual growth in funding allocated to cities and counties varies somewhat among the various categories of local streets and roads allocations and will not exactly mirror total tax collections. Taking all these factors into account, for the purposes of long-term transportation program planning, we estimate transportation allocations to cities and counties will increase in outyears at the following growth rates:

	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>2030-31</u>
HUTA 2103	2.1%	2.8%	1.7%	-0.6%	-0.4%	-0.9%
HUTA 2104	2.0%	2.2%	2.3%	0.9%	0.8%	0.4%
HUTA 2105	-0.7%	2.2%	2.3%	0.9%	0.8%	0.4%
HUTA 2106	-0.1%	2.2%	2.3%	0.9%	0.8%	0.4%
HUTA 2107	-2.6%	2.2%	2.3%	0.9%	0.8%	0.4%
RMRA	1.4%	6.9%	5.9%	4.7%	5.3%	5.3%

Your Mileage Revenues May Vary

Long-term, in addition to the growth in statewide local streets and roads revenue collections, the allocations to each particular city will be primarily related to changes in the city's population relative to the change in state population in cities. The current forecast for California population, provided by the Demographics Unit of the California Department of Finance is as follows:⁶

California	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Population	39,646,907	39,592,978	39,625,898	39,700,141	39,780,004	39,879,496	39,987,811	40,099,750	40,213,883	40,317,228
..... in Cities	33,177,867	33,168,083	33,195,661	33,257,856	33,324,760	33,408,107	33,498,845	33,592,619	33,688,232	33,774,806
percent change		-0.03%	0.08%	0.19%	0.20%	0.25%	0.27%	0.28%	0.28%	0.26%
		2035	2036	2037	2038	2039	2040	2041	2042	2043
Population		40,410,843	40,499,318	40,581,880	40,656,029	40,724,862	40,790,825	40,853,343	40,910,344	40,960,959
Population in Cities		33,853,230	33,927,348	33,996,512	34,058,629	34,116,292	34,171,551	34,223,924	34,271,675	34,314,077
percent change		0.23%	0.22%	0.20%	0.18%	0.17%	0.16%	0.15%	0.14%	0.12%

If you think your city's population growth will be significantly different from the statewide average in cities, then you should adjust accordingly. For example, the City of Buena Vista's planning department estimates the city will see average annual residential population growth of 1.5 percent annually over the next ten years. The city's estimated HUTA 2105 allocation for FY2026-27 is \$381,200. The long term projection of Section 2105 revenue would be:

$$\$381,200 \times \text{Sec2105 growth} \times \text{Buena Vista Population Growth} \div \text{Statewide City Population Growth}$$

$$\text{So, for 2027-28, the city would estimate } \$381,200 \times 1.023 \times 1.015 \div 1.008 = \$395,646$$

And long term ...

City of Buena Vista EXAMPLE							
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
HUTA Sec2015	\$ 381,200						
2105 growth		2.3%	0.9%	0.8%	0.4%	0.0%	0.0%
Buena Vista pop		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Cities pop		0.08%	0.19%	0.20%	0.25%	0.27%	0.23%
HUTA Sec2015	\$ 395,646	\$ 404,295	\$ 412,884	\$ 419,906	\$ 425,057	\$ 430,442	

Changes for in allocations to an individual county will be affected by many things including: the population of the county relative to the total population of the state, proportion of population in the unincorporated area of the county, as well as relative numbers of vehicle registrations, assessed values and maintained road miles.

Next Update

The next update to these revenue estimates will be in January 2027.

mjgc

ATTACHMENTS:

⁶ See <http://www.dof.ca.gov/Forecasting/Demographics/projections/> California population in cities estimated by author based on recent historic trend of proportion of population in cities.

- A) Local Streets and Roads - Projected Individual City Revenues – FY2025-26
- B) Local Streets and Roads - Projected Individual City Revenues – FY2026-27
- C) Local Streets and Roads - Projected Individual County Revenues – FY2025-26 (from CSAC)
- D) Local Streets and Roads - Projected Individual County Revenues – FY2026-27 (from CSAC)

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ALAMEDA COUNTY								
ALAMEDA	761,190	500,283	281,652	668,187	7,500	2,218,811	2,080,576	4,299,387
ALBANY	203,938	134,036	78,974	179,020	5,000	600,967	557,427	1,158,394
BERKELEY	1,236,360	812,583	454,476	1,085,300	10,000	3,598,719	3,379,369	6,978,088
DUBLIN	719,489	472,876	266,485	631,581	7,500	2,097,931	1,966,594	4,064,525
EMERYVILLE	129,764	85,286	51,997	113,910	3,000	383,957	354,688	738,645
FREMONT	2,240,789	1,472,733	819,796	1,967,008	10,000	6,510,326	6,124,797	12,635,122
HAYWARD	1,580,071	1,038,483	579,486	1,387,016	10,000	4,595,056	4,318,840	8,913,896
LIVERMORE	845,410	555,636	312,283	742,117	7,500	2,462,946	2,310,777	4,773,722
NEWARK	470,913	309,502	176,075	413,376	6,000	1,375,866	1,287,155	2,663,021
OAKLAND	4,172,460	2,742,300	1,522,363	3,662,665	10,000	12,109,788	11,404,672	23,514,460
PIEDMONT	108,543	71,339	44,278	95,281	3,000	322,441	296,683	619,125
PLEASANTON	768,742	505,247	284,399	674,816	7,500	2,240,703	2,101,218	4,341,921
SAN LEANDRO	875,859	575,648	323,358	768,846	7,500	2,551,212	2,394,005	4,945,217
UNION CITY	675,187	443,759	250,372	592,692	7,500	1,969,511	1,845,504	3,815,014
ALPINE COUNTY								
AMADOR COUNTY								
AMADOR	1,927	1,266	5,721	1,691	1,000	11,605	5,266	16,871
IONE	87,052	57,214	46,421	76,416	2,000	269,103	237,942	507,045
JACKSON	48,463	31,852	27,971	42,542	2,000	152,827	132,465	285,292
PLYMOUTH	10,808	7,103	9,967	9,488	1,000	38,367	29,542	67,909
SUTTER CREEK	25,469	16,739	16,977	22,357	1,000	82,543	69,616	152,159
BUTTE COUNTY								
BIGGS	19,006	12,491	12,250	16,684	1,000	61,430	51,949	113,379
CHICO	1,096,674	720,776	434,682	962,681	10,000	3,224,812	2,997,561	6,222,374
GRIDLEY	70,570	46,382	32,463	61,948	2,000	213,363	192,892	406,254
OROVILLE	192,744	126,679	80,353	169,194	4,000	572,971	526,832	1,099,802
PARADISE	106,809	70,199	46,668	93,759	3,000	320,436	291,944	612,380
CALAVERAS COUNTY								
ANGELS CAMP	35,179	23,121	29,717	30,881	1,000	119,899	96,156	216,055
COLUSA COUNTY								
COLUSA	62,960	41,380	21,563	55,268	2,000	183,171	172,091	355,263
WILLIAMS	53,838	35,384	19,134	47,260	2,000	157,617	147,157	304,774

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
CONTRA COSTA COUNTY								
ANTIOCH	1,124,937	739,351	442,065	987,491	10,000	3,303,844	3,074,813	6,378,657
BRENTWOOD	633,333	416,250	250,978	555,951	7,500	1,864,012	1,731,101	3,595,113
CLAYTON	106,578	70,047	46,227	93,556	3,000	319,409	291,312	610,721
CONCORD	1,209,118	794,679	474,787	1,061,387	10,000	3,549,971	3,304,908	6,854,879
DANVILLE	420,639	276,460	168,303	369,245	6,000	1,240,646	1,149,741	2,390,387
EL CERRITO	250,252	164,475	102,074	219,676	6,000	742,478	684,020	1,426,498
HERCULES	252,622	166,033	102,995	221,756	6,000	749,406	690,497	1,439,904
LAFAYETTE	244,916	160,968	99,999	214,992	6,000	726,875	669,434	1,396,308
MARTINEZ	361,608	237,663	145,358	317,427	6,000	1,068,056	988,392	2,056,448
MORAGA	166,678	109,547	69,588	146,313	4,000	496,125	455,583	951,709
OAKLEY	451,069	296,460	180,131	395,957	6,000	1,329,617	1,232,916	2,562,533
ORINDA	188,043	123,589	77,893	165,068	4,000	558,593	513,983	1,072,576
PINOLE	182,398	119,879	75,699	160,113	4,000	542,089	498,554	1,040,643
PITTSBURG	735,701	483,531	290,768	645,812	7,500	2,163,313	2,010,907	4,174,220
PLEASANT HILL	332,450	218,499	134,024	291,831	6,000	982,803	908,692	1,891,495
RICHMOND	1,116,450	733,774	438,766	980,041	10,000	3,279,031	3,051,616	6,330,647
SAN PABLO	310,227	203,893	125,386	272,323	6,000	917,828	847,949	1,765,777
SAN RAMON	814,931	535,604	321,565	715,362	7,500	2,394,963	2,227,469	4,622,433
WALNUT CREEK	677,249	445,114	268,048	594,502	7,500	1,992,412	1,851,138	3,843,551
DEL NORTE COUNTY								
CRESCENT CITY	64,849	42,621	24,402	56,925	2,000	190,796	177,252	368,048
EL DORADO COUNTY								
PLACERVILLE	104,228	68,502	70,632	91,493	3,000	337,855	284,888	622,743
SOUTH LAKE TAHOE	206,375	135,637	135,149	1,981,445	5,000	2,463,606	564,088	3,027,694

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
FRESNO COUNTY								
CLOVIS	1,243,806	817,477	417,633	1,091,837	10,000	3,580,753	3,399,722	6,980,475
COALINGA	173,758	114,200	62,472	152,528	4,000	506,958	474,936	981,894
FIREBAUGH	83,941	55,169	32,661	73,685	2,000	247,456	229,437	476,893
FOWLER	73,855	48,540	29,313	64,832	2,000	218,541	201,870	420,411
FRESNO	5,365,819	3,526,622	1,785,773	4,710,218	20,000	15,408,432	14,666,505	30,074,936
HURON	66,775	43,887	26,963	58,616	2,000	198,242	182,518	380,760
KERMAN	168,912	111,016	60,864	148,275	4,000	493,067	461,692	954,758
KINGSBURG	127,973	84,109	47,276	112,337	3,000	374,694	349,791	724,484
MENDOTA	122,434	80,468	45,437	107,475	3,000	358,814	334,651	693,465
ORANGE COVE	93,603	61,519	35,868	82,166	2,000	275,156	255,846	531,002
PARLIER	141,112	92,744	51,637	123,871	3,000	412,364	385,704	798,068
REEDLEY	256,263	168,426	89,857	224,953	6,000	745,499	700,450	1,445,949
SANGER	260,444	171,174	91,244	228,623	6,000	757,485	711,877	1,469,362
SAN JOAQUIN	35,622	23,412	16,623	31,270	1,000	107,928	97,367	205,296
SELMA	238,057	156,460	83,814	208,971	5,000	692,302	650,687	1,342,989
GLENN COUNTY								
ORLAND	83,845	55,106	30,780	73,600	2,000	245,330	229,174	474,504
WILLOWS	62,373	40,994	24,127	54,752	2,000	184,245	170,485	354,730
HUMBOLDT COUNTY								
ARCATA	183,034	120,297	81,112	160,671	4,000	549,115	500,291	1,049,406
BLUE LAKE	11,608	7,629	9,640	10,189	1,000	40,066	31,727	71,793
EUREKA	259,818	170,762	113,126	228,073	6,000	777,779	710,166	1,487,945
FERNDALE	13,428	8,826	10,399	11,788	1,000	45,440	36,704	82,144
FORTUNA	120,700	79,329	55,123	105,953	3,000	364,105	329,912	694,016
RIO DELL	32,655	21,462	18,415	28,666	1,000	102,198	89,258	191,456
TRINIDAD	2,957	1,944	6,033	2,596	1,000	14,530	8,083	22,613
IMPERIAL COUNTY								
BRAWLEY	278,891	183,298	109,754	244,816	6,000	822,758	762,298	1,585,057
CALEXICO	386,018	253,706	150,068	338,854	6,000	1,134,646	1,055,111	2,189,758
CALIPATRIA	62,941	41,367	28,486	55,251	2,000	190,046	172,038	362,084
EL CENTRO	443,180	291,275	171,580	389,032	6,000	1,301,065	1,211,352	2,512,417
HOLTVILLE	54,763	35,992	25,409	48,072	2,000	166,236	149,685	315,920
IMPERIAL	220,265	144,767	87,691	193,353	5,000	651,077	602,056	1,253,132
WESTMORLAND	20,075	13,194	12,355	17,622	1,000	64,246	54,871	119,117
INYO COUNTY								
BISHOP	37,135	24,406	19,966	32,598	1,000	115,104	101,501	216,605

Local Streets and Roads - Projected FY2025-26 Revenues

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Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
KERN COUNTY								
ARVIN	192,571	126,565	58,310	169,042	4,000	550,488	526,358	1,076,846
BAKERSFIELD	4,038,466	2,654,235	1,126,979	3,545,043	10,000	11,374,723	11,038,425	22,413,149
CALIFORNIA CITY	144,666	95,080	44,999	126,991	4,000	415,737	395,420	811,157
DELANO	508,914	334,478	146,213	446,735	7,500	1,443,840	1,391,026	2,834,867
MARICOPA	9,883	6,496	7,546	8,676	1,000	33,601	27,014	60,615
MCFARLAND	136,912	89,984	42,844	120,184	3,000	392,924	374,225	767,148
RIDGECREST	273,439	179,714	80,781	240,030	6,000	779,964	747,396	1,527,360
SHAFTER	225,939	148,496	67,582	198,334	5,000	645,351	617,564	1,262,915
TAFT	82,563	54,264	27,742	72,476	2,000	239,045	225,672	464,717
TEHACHAPI	125,622	82,564	39,707	110,274	3,000	361,167	343,366	704,533
WASCO	261,176	171,655	77,374	229,265	6,000	745,470	713,878	1,459,348
KINGS COUNTY								
AVENAL	131,913	86,698	47,287	115,795	3,000	384,693	360,559	745,252
CORCORAN	208,321	136,916	71,897	182,868	5,000	605,001	569,407	1,174,408
HANFORD	589,898	387,704	194,797	517,824	7,500	1,697,722	1,612,380	3,310,103
LEMOORE	266,754	175,321	90,717	234,161	6,000	772,953	729,123	1,502,076
LAKE COUNTY								
CLEARLAKE	162,507	106,806	61,369	142,651	4,000	477,333	444,183	921,515
LAKEPORT	48,415	31,820	21,653	42,499	2,000	146,388	132,333	278,721
LASSEN COUNTY								
SUSANVILLE	156,370	102,773	48,989	161,990	4,000	474,122	427,411	901,533
LOS ANGELES COUNTY								
AGOURA HILLS	194,892	128,091	76,554	171,080	5,000	575,617	532,703	1,108,320
ALHAMBRA	795,878	523,081	297,820	698,637	7,500	2,322,916	2,175,389	4,498,305
ARCADIA	547,889	360,094	206,518	480,947	7,500	1,602,947	1,497,556	3,100,504
ARTESIA	157,950	103,811	62,953	138,652	4,000	467,366	431,729	899,094
AVALON	33,166	21,798	17,011	29,114	1,000	102,088	90,653	192,742
AZUSA	484,042	318,131	183,011	424,902	7,500	1,417,586	1,323,043	2,740,629
BALDWIN PARK	693,914	456,067	260,280	609,131	7,500	2,026,891	1,896,689	3,923,580
BELL	328,808	216,106	125,858	288,634	6,000	965,407	898,739	1,864,146
BELLFLOWER	759,610	499,245	284,467	666,800	7,500	2,217,622	2,076,258	4,293,879
BELL GARDENS	380,412	250,021	144,857	333,933	6,000	1,115,223	1,039,788	2,155,010
BEVERLY HILLS	314,985	207,020	120,769	276,500	6,000	925,275	860,956	1,786,231
BRADBURY	8,862	5,825	8,063	7,779	1,000	31,529	24,223	55,752
BURBANK	1,032,365	678,510	384,888	906,229	10,000	3,011,992	2,821,784	5,833,776
CALABASAS	223,723	147,040	87,169	196,389	5,000	659,321	611,508	1,270,829
CARSON	903,708	593,952	337,520	793,292	7,500	2,635,972	2,470,124	5,106,096
CERRITOS	475,488	312,509	179,862	417,393	6,000	1,391,252	1,299,662	2,690,914
CLAREMONT	369,267	242,696	140,754	324,149	6,000	1,082,866	1,009,324	2,092,190
COMMERCE	119,207	78,347	48,689	104,642	3,000	353,885	325,830	679,715
COMPTON	925,632	608,361	345,592	812,538	7,500	2,699,624	2,530,051	5,229,674

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Estimated May 2026

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
COVINA	494,166	324,785	186,738	433,789	7,500	1,446,979	1,350,715	2,797,694
CUDAHY	219,369	144,178	85,566	192,567	5,000	646,680	599,607	1,246,287
CULVER CITY	389,505	255,998	148,205	341,915	6,000	1,141,623	1,064,643	2,206,266
DIAMOND BAR	529,375	347,925	199,701	464,695	7,500	1,549,196	1,446,951	2,996,147
DOWNEY	1,097,358	721,226	408,817	963,281	10,000	3,200,681	2,999,431	6,200,112
DUARTE	228,742	150,338	89,017	200,794	5,000	673,891	625,226	1,299,117
EL MONTE	1,051,409	691,026	391,900	922,947	10,000	3,067,281	2,873,838	5,941,119
EL SEGUNDO	166,774	109,610	66,202	146,397	4,000	492,983	455,847	948,830
GARDENA	586,690	385,595	220,803	515,008	7,500	1,715,596	1,603,612	3,319,209
GLENDALE	1,887,061	1,240,249	699,564	1,656,498	10,000	5,493,370	5,157,942	10,651,313
GLENDORA	505,764	332,408	191,008	443,970	7,500	1,480,650	1,382,416	2,863,067
HAWAIIAN GARDENS	134,340	88,293	54,260	117,926	3,000	397,820	367,194	765,015
HAWTHORNE	847,606	557,079	316,865	744,045	7,500	2,473,095	2,316,780	4,789,875
HERMOSA BEACH	189,864	124,786	74,703	166,666	4,000	560,019	518,959	1,078,978
HIDDEN HILLS	16,819	11,054	10,992	14,764	1,000	54,629	45,972	100,601
HUNTINGTON PARK	527,053	346,399	198,846	462,657	7,500	1,542,456	1,440,605	2,983,061
INDUSTRY	4,152	2,729	6,329	3,645	1,000	17,854	11,348	29,202
INGLEWOOD	1,045,273	686,993	389,641	917,560	10,000	3,049,467	2,857,066	5,906,533
IRWINDALE	14,536	9,554	10,152	12,760	1,000	48,001	39,732	87,733
LA CANADA FLINTRIDGE	197,869	130,047	77,650	173,693	5,000	584,259	540,839	1,125,098
LA HABRA HEIGHTS	54,464	35,796	24,852	47,810	2,000	164,922	148,868	313,791
LAKEWOOD	792,718	521,005	296,657	695,863	7,500	2,313,743	2,166,753	4,480,495
LA MIRADA	474,987	312,180	179,677	416,953	6,000	1,389,797	1,298,293	2,688,090
LANCASTER	1,712,417	1,125,466	635,264	1,503,192	10,000	4,986,339	4,680,584	9,666,923
LA PUENTE	366,126	240,632	139,598	321,393	6,000	1,073,749	1,000,741	2,074,489
LA VERNE	312,394	205,317	119,815	274,225	6,000	917,752	853,873	1,771,625
LAWNDALE	306,113	201,189	117,503	268,712	6,000	899,518	836,706	1,736,224
LOMITA	201,626	132,516	79,033	176,991	5,000	595,166	551,108	1,146,273
LONG BEACH	4,472,389	2,939,425	1,651,410	3,925,948	10,000	12,999,173	12,224,475	25,223,647
LOS ANGELES	37,554,103	24,681,996	13,831,183	32,965,708	20,000	109,052,989	102,647,419	211,700,408
LYNWOOD	660,353	434,009	247,924	579,670	7,500	1,929,456	1,804,956	3,734,412
MALIBU	103,419	67,971	42,876	90,783	3,000	308,048	282,676	590,724
MANHATTAN BEACH	341,601	224,513	130,568	299,864	6,000	1,002,546	933,705	1,936,251
MAYWOOD	242,055	159,088	93,918	212,480	6,000	713,541	661,614	1,375,154
MONROVIA	374,911	246,406	142,832	329,104	6,000	1,099,254	1,024,753	2,124,007
MONTEBELLO	604,289	397,162	227,283	530,457	7,500	1,766,691	1,651,717	3,418,408
MONTEREY PARK	588,443	386,748	221,449	516,547	7,500	1,720,686	1,608,405	3,329,091
NORWALK	996,174	654,724	371,564	874,460	10,000	2,906,922	2,722,863	5,629,785
PALMDALE	1,630,662	1,071,734	605,165	1,431,427	10,000	4,748,988	4,457,124	9,206,111
PALOS VERDES ESTATES	128,618	84,533	52,154	112,903	3,000	381,208	351,555	732,763
PARAMOUNT	515,041	338,505	194,424	452,113	7,500	1,507,582	1,407,772	2,915,354
PASADENA	1,354,681	890,348	503,556	1,189,164	10,000	3,947,749	3,702,777	7,650,526
PICO RIVERA	598,510	393,364	225,155	525,383	7,500	1,749,911	1,635,919	3,385,830

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
POMONA	1,474,234	968,923	547,572	1,294,111	10,000	4,294,841	4,029,555	8,324,396
RANCHO PALOS VERDES	406,594	267,229	154,497	356,916	6,000	1,191,236	1,111,352	2,302,587
REDONDO BEACH	676,430	444,576	253,843	593,783	7,500	1,976,132	1,848,900	3,825,032
ROLLING HILLS ⁽²⁾								
ROLLING HILLS ESTATES	82,313	54,099	35,105	72,256	2,000	245,773	224,988	470,761
ROSEMEAD	492,134	323,449	185,990	432,004	7,500	1,441,078	1,345,160	2,786,237
SAN DIMAS	335,243	220,335	128,227	294,283	6,000	984,088	916,327	1,900,416
SAN FERNANDO	228,222	149,996	88,825	200,338	5,000	672,381	623,804	1,296,185
SAN GABRIEL	380,036	249,774	144,719	333,603	6,000	1,114,132	1,038,761	2,152,893
SAN MARINO	120,873	79,443	49,302	106,105	3,000	358,723	330,386	689,108
SANTA CLARITA	2,238,458	1,471,201	828,938	1,964,961	10,000	6,513,558	6,118,425	12,631,983
SANTA FE SPRINGS	180,790	118,822	71,362	158,701	4,000	533,674	494,156	1,027,831
SANTA MONICA	898,506	590,533	335,605	788,726	7,500	2,620,870	2,455,906	5,076,776
SIERRA MADRE	107,657	70,756	44,436	94,503	3,000	320,353	294,261	614,614
SIGNAL HILL	113,273	74,447	46,504	99,433	3,000	336,657	309,611	646,269
SOUTH EL MONTE	188,188	123,684	74,086	165,195	4,000	555,152	514,378	1,069,530
SOUTH GATE	895,424	588,507	334,470	786,020	7,500	2,611,921	2,447,480	5,059,401
SOUTH PASADENA	259,664	170,661	100,401	227,938	6,000	764,663	709,744	1,474,408
TEMPLE CITY	352,004	231,351	134,398	308,996	6,000	1,032,750	962,141	1,994,891
TORRANCE	1,414,298	929,531	525,506	1,241,498	10,000	4,120,833	3,865,732	7,986,565
VERNON	2,033	1,336	5,548	1,784	1,000	11,701	5,556	17,256
WALNUT	273,863	179,993	105,629	240,402	6,000	805,886	748,554	1,554,440
WEST COVINA	1,055,522	693,730	393,414	926,557	10,000	3,079,223	2,885,081	5,964,304
WEST HOLLYWOOD	343,768	225,938	131,366	301,766	6,000	1,008,838	939,629	1,948,468
WESTLAKE VILLAGE	78,460	51,567	33,687	68,873	2,000	234,587	214,456	449,042
WHITTIER	846,248	556,187	316,365	742,853	7,500	2,469,152	2,313,067	4,782,219

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MADERA COUNTY								
CHOWCHILLA	185,625	122,000	51,743	162,946	4,000	526,314	507,374	1,033,688
MADERA	640,037	420,657	166,660	561,837	7,500	1,796,690	1,749,427	3,546,117
MARIN COUNTY								
BELVEDERE	20,460	13,447	13,240	17,960	1,000	66,108	55,924	122,032
CORTE MADERA	98,361	64,647	45,375	86,343	3,000	297,726	268,853	566,579
FAIRFAX	73,162	48,085	34,980	64,223	2,000	222,449	199,974	422,423
LARKSPUR	125,998	82,811	56,775	110,603	3,000	379,187	344,393	723,580
MILL VALLEY	136,122	89,465	60,951	119,491	3,000	409,029	372,065	781,094
NOVATO	512,141	336,599	216,062	449,567	7,500	1,521,870	1,399,847	2,921,717
ROSS	22,502	14,789	14,082	19,753	1,000	72,127	61,506	133,634
SAN ANSELMO	123,156	80,943	55,603	108,109	3,000	370,811	336,626	707,437
SAN RAFAEL	593,356	389,976	249,564	520,859	7,500	1,761,256	1,621,833	3,383,089
SAUSALITO	68,576	45,071	33,088	60,198	2,000	208,934	187,441	396,375
TIBURON	87,977	57,822	41,091	77,228	2,000	266,118	240,469	506,588
MARIPOSA COUNTY								
MENDOCINO COUNTY								
FORT BRAGG	69,231	45,502	33,012	60,773	2,000	210,517	189,232	399,749
POINT ARENA	4,431	2,912	6,606	3,890	1,000	18,839	12,112	30,950
UKIAH	159,925	105,109	69,969	140,385	4,000	479,388	437,126	916,514
WILLITS	47,654	31,320	24,219	41,831	1,000	146,024	130,253	276,277
MERCED COUNTY								
ATWATER	306,923	201,721	94,290	269,423	6,000	878,357	838,918	1,717,275
DOS PALOS	55,823	36,689	21,076	49,002	2,000	164,590	152,581	317,170
GUSTINE	58,558	38,487	21,874	51,404	2,000	172,323	160,058	332,381
LIVINGSTON	139,108	91,427	45,360	122,112	3,000	401,008	380,228	781,236
LOS BANOS	471,009	309,565	142,134	413,461	6,000	1,342,168	1,287,419	2,629,587
MERCED	944,397	620,694	280,161	829,010	7,500	2,681,762	2,581,341	5,263,103
MODOC COUNTY								
ALTURAS	26,201	17,221	14,155	26,735	1,000	85,312	71,617	156,929
MONO COUNTY								
MAMMOTH LAKES	69,549	45,710	64,734	1,677,985	2,000	1,859,979	190,101	2,050,079

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MONTEREY COUNTY								
CARMEL-BY-THE-SEA	30,517	20,057	13,536	26,788	1,000	91,898	83,413	175,311
DEL REY OAKS	15,210	9,997	9,154	13,352	1,000	48,713	41,575	90,288
GONZALES	82,342	54,118	28,372	72,281	2,000	239,113	225,067	464,180
GREENFIELD	200,219	131,592	62,117	175,756	5,000	574,685	547,264	1,121,948
KING CITY	138,174	90,813	44,355	121,292	3,000	397,634	377,674	775,308
MARINA	222,385	146,160	68,463	195,213	5,000	637,220	607,848	1,245,068
MONTEREY	274,286	180,272	83,321	240,774	6,000	784,652	749,713	1,534,365
PACIFIC GROVE	144,281	94,827	46,104	126,653	3,000	414,865	394,367	809,232
SALINAS	1,558,368	1,024,219	450,918	1,367,965	10,000	4,411,469	4,259,519	8,670,988
SAND CITY	3,593	2,361	5,829	3,154	1,000	15,937	9,821	25,758
SEASIDE	315,294	207,223	95,060	276,771	6,000	900,347	861,799	1,762,146
SOLEDAD	265,386	174,422	80,773	232,961	6,000	759,540	725,384	1,484,925
NAPA COUNTY								
AMERICAN CANYON	215,738	141,791	69,801	189,379	5,000	621,709	589,681	1,211,390
CALISTOGA	50,447	33,156	20,000	44,284	2,000	149,887	137,889	287,775
NAPA	750,593	493,319	230,951	658,885	7,500	2,141,249	2,051,613	4,192,862
SAINT HELENA	51,979	34,163	20,461	45,628	2,000	154,231	142,075	296,306
YOUNTVILLE	28,754	18,898	13,464	25,241	1,000	87,357	78,594	165,951
NEVADA COUNTY								
GRASS VALLEY	131,103	86,166	117,731	115,085	3,000	453,085	358,348	811,433
NEVADA CITY	32,251	21,197	32,580	42,310	1,000	129,338	88,152	217,490
TRUCKEE	163,065	107,173	145,262	2,489,212	4,000	2,908,712	445,710	3,354,422

Local Streets and Roads - Projected FY2025-26 Revenues

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Estimated May 2026

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ORANGE COUNTY								
ALISO VIEJO	498,925	327,913	213,933	437,966	7,500	1,486,236	1,363,722	2,849,959
ANAHEIM	3,336,432	2,192,831	1,403,322	2,928,784	10,000	9,871,369	9,119,541	18,990,910
BREA	461,415	303,259	198,210	405,039	6,000	1,373,922	1,261,194	2,635,117
BUENA PARK	811,194	533,148	344,826	712,081	7,500	2,408,749	2,217,253	4,626,002
COSTA MESA	1,083,689	712,242	459,046	951,283	10,000	3,216,259	2,962,069	6,178,328
CYPRESS	485,063	318,802	208,122	425,798	7,500	1,445,286	1,325,834	2,771,120
DANA POINT	319,224	209,806	138,608	280,221	6,000	953,859	872,541	1,826,400
FOUNTAIN VALLEY	550,288	361,670	235,462	483,053	7,500	1,637,973	1,504,112	3,142,085
FULLERTON	1,385,939	910,892	585,740	1,216,604	10,000	4,109,175	3,788,217	7,897,392
GARDEN GROVE	1,656,344	1,088,613	699,084	1,453,970	10,000	4,908,011	4,527,319	9,435,330
HUNTINGTON BEACH	1,910,440	1,255,614	805,593	1,677,020	10,000	5,658,667	5,221,845	10,880,512
IRVINE	3,069,313	2,017,270	1,291,354	2,694,301	10,000	9,082,238	8,389,417	17,471,655
LAGUNA BEACH	221,440	145,539	97,621	194,385	5,000	663,985	605,268	1,269,253
LAGUNA HILLS	302,174	198,600	131,461	265,254	6,000	903,489	825,937	1,729,426
LAGUNA NIGUEL	628,612	413,148	268,294	551,808	7,500	1,869,362	1,718,200	3,587,562
LAGUNA WOODS	170,926	112,339	76,446	150,042	4,000	513,753	467,195	980,948
LA HABRA	604,338	397,194	258,118	530,499	7,500	1,797,649	1,651,849	3,449,497
LAKE FOREST	844,215	554,851	358,667	741,068	7,500	2,506,302	2,307,512	4,813,813
LA PALMA	150,013	98,594	67,680	131,684	4,000	451,971	410,033	862,004
LOS ALAMITOS	115,652	76,011	53,278	101,522	3,000	349,463	316,115	665,578
MISSION VIEJO	901,637	592,590	382,736	791,474	7,500	2,675,938	2,464,463	5,140,401
NEWPORT BEACH	819,719	538,751	348,399	719,565	7,500	2,433,934	2,240,555	4,674,489
ORANGE	1,355,278	890,741	572,888	1,189,689	10,000	4,018,595	3,704,409	7,723,004
PLACENTIA	520,002	341,765	222,768	456,467	7,500	1,548,502	1,421,332	2,969,834
RANCHO SANTA MARGARITA	461,559	303,354	198,270	405,165	6,000	1,374,349	1,261,589	2,635,938
SAN CLEMENTE	617,496	405,842	263,634	542,050	7,500	1,836,522	1,687,815	3,524,337
SAN JUAN CAPISTRANO	340,320	223,671	147,451	298,739	6,000	1,016,181	930,203	1,946,384
SANTA ANA	3,037,486	1,996,352	1,278,013	2,666,363	10,000	8,988,214	8,302,424	17,290,638
SEAL BEACH	243,692	160,164	106,948	213,918	6,000	730,722	666,090	1,396,812
STANTON	390,632	256,739	168,540	342,904	6,000	1,164,815	1,067,723	2,232,539
TUSTIN	773,924	508,653	329,203	679,366	7,500	2,298,646	2,115,384	4,414,030
VILLA PARK	56,439	37,094	28,457	49,543	2,000	173,533	154,266	327,799
WESTMINSTER	875,956	575,712	371,972	768,931	7,500	2,600,070	2,394,268	4,994,338
YORBA LINDA	655,488	430,812	279,559	575,400	7,500	1,948,759	1,791,659	3,740,418

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Based on State Dept of Finance statewide revenue projections

Estimated May 2026

	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
PLACER COUNTY								
AUBURN	132,616	87,160	58,997	116,413	3,000	398,185	362,481	760,667
COLFAX	19,256	12,656	12,669	16,903	1,000	62,485	52,633	115,118
LINCOLN	525,184	345,171	219,429	461,017	7,500	1,558,301	1,435,497	2,993,799
LOOMIS	65,571	43,096	31,597	57,559	2,000	199,823	179,227	379,050
ROCKLIN	704,857	463,259	292,857	618,737	7,500	2,087,209	1,926,599	4,013,808
ROSEVILLE	1,526,753	1,003,440	628,744	1,340,213	10,000	4,509,150	4,173,105	8,682,255
PLUMAS COUNTY								
PORTOLA	20,335	13,365	9,157	119,657	1,000	163,515	55,582	219,097
RIVERSIDE COUNTY								
BANNING	307,761	202,272	131,600	270,158	6,000	917,791	841,209	1,759,000
BEAUMONT	575,160	378,017	241,771	504,886	7,500	1,707,333	1,572,096	3,279,429
BLYTHE	180,886	118,885	79,327	158,785	4,000	541,883	494,420	1,036,303
CALIMESA	105,904	69,604	48,433	92,964	3,000	319,906	289,469	609,375
CANYON LAKE	106,540	70,022	48,695	93,522	3,000	321,779	291,207	612,986
CATHEDRAL CITY	497,548	327,007	209,794	436,757	7,500	1,478,605	1,359,957	2,838,562
COACHELLA	427,545	280,999	180,952	375,308	6,000	1,270,805	1,168,619	2,439,424
CORONA	1,533,139	1,007,638	636,466	1,345,819	10,000	4,533,062	4,190,562	8,723,624
DESERT HOT SPRINGS	320,409	210,585	136,811	281,261	6,000	955,065	875,780	1,830,845
EASTVALE	672,365	441,904	281,820	590,215	7,500	1,993,804	1,837,789	3,831,593
HEMET	885,589	582,043	369,670	777,387	7,500	2,622,188	2,420,598	5,042,786
INDIAN WELLS	46,835	30,782	24,096	41,113	1,000	143,826	128,015	271,841
INDIO	891,416	585,873	372,071	782,502	7,500	2,639,363	2,436,527	5,075,890
JURUPA VALLEY	1,020,391	670,640	425,210	895,719	10,000	3,021,959	2,789,056	5,811,016
LAKE ELSINORE	710,742	467,127	297,632	623,903	7,500	2,106,904	1,942,687	4,049,591
LA QUINTA	373,717	245,621	158,775	328,056	6,000	1,112,168	1,021,488	2,133,657
MENIFEE	1,110,824	730,076	462,469	975,103	10,000	3,288,473	3,036,240	6,324,712
MORENO VALLEY	2,030,831	1,334,740	841,520	1,782,702	10,000	5,999,793	5,550,914	11,550,707
MURRIETA	1,076,849	707,747	448,471	945,279	10,000	3,188,346	2,943,375	6,131,720
NORCO	256,504	168,584	110,482	225,164	6,000	766,735	701,108	1,467,843
PALM DESERT	500,717	329,090	211,100	439,539	7,500	1,487,945	1,368,620	2,856,565
PALM SPRINGS	428,432	281,582	181,317	376,085	6,000	1,273,416	1,171,041	2,444,458
PERRIS	782,575	514,338	327,227	686,959	7,500	2,318,599	2,139,028	4,457,627
RANCHO MIRAGE	164,915	108,388	72,746	144,765	4,000	494,815	450,765	945,580
RIVERSIDE	3,085,766	2,028,083	1,276,162	2,708,744	10,000	9,108,755	8,434,388	17,543,143
SAN JACINTO	529,712	348,147	223,046	464,991	7,500	1,573,395	1,447,872	3,021,267
TEMECULA	1,081,001	710,475	450,182	948,923	10,000	3,200,581	2,954,723	6,155,304
WILDOMAR	357,158	234,738	151,952	313,520	6,000	1,063,368	976,228	2,039,596

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SACRAMENTO COUNTY								
CITRUS HEIGHTS	845,005	555,370	366,982	741,762	7,500	2,516,619	2,309,671	4,826,289
ELK GROVE	1,761,294	1,157,590	759,717	1,546,097	10,000	5,234,697	4,814,181	10,048,879
FOLSOM	891,783	586,114	387,031	782,824	7,500	2,655,251	2,437,528	5,092,779
GALT	251,341	165,191	112,528	220,632	6,000	755,692	686,995	1,442,688
ISLETON	7,658	5,033	8,082	6,722	1,000	28,496	20,932	49,428
RANCHO CORDOVA	823,139	540,998	357,609	722,567	7,500	2,451,813	2,249,902	4,701,715
SACRAMENTO	5,085,955	3,342,684	2,184,716	4,464,548	20,000	15,097,903	13,901,547	28,999,450
SAN BENITO COUNTY								
HOLLISTER	418,953	275,352	174,709	367,765	6,000	1,242,779	1,145,133	2,387,912
SAN JUAN BAUTISTA	20,075	13,194	12,942	17,622	1,000	64,833	54,871	119,704
SAN BERNARDINO COUNTY								
ADELANTO	357,861	235,200	147,636	314,137	6,000	1,060,834	978,150	2,038,984
APPLE VALLEY	731,299	480,638	296,688	641,948	7,500	2,158,073	1,998,874	4,156,947
BARSTOW	245,966	161,658	102,974	215,913	6,000	732,511	672,303	1,404,815
BIG BEAR LAKE	48,559	31,915	24,182	691,969	2,000	798,625	132,728	931,354
CHINO	917,107	602,758	370,852	805,054	7,500	2,703,271	2,506,749	5,210,020
CHINO HILLS	755,005	496,218	306,151	662,758	7,500	2,227,632	2,063,672	4,291,304
COLTON	517,834	340,341	211,487	454,565	7,500	1,531,727	1,415,408	2,947,134
FONTANA	2,111,256	1,387,598	847,481	1,853,301	10,000	6,209,636	5,770,741	11,980,377
GRAND TERRACE	126,441	83,102	55,267	110,992	3,000	378,803	345,604	724,407
HESPERIA	980,549	644,455	396,174	860,745	10,000	2,891,923	2,680,156	5,572,079
HIGHLAND	549,921	361,429	224,294	482,732	7,500	1,625,877	1,503,112	3,128,988
LOMA LINDA	243,924	160,316	102,159	214,121	6,000	726,519	666,722	1,393,241
MONTCLAIR	366,213	240,689	150,969	321,469	6,000	1,085,340	1,000,978	2,086,318
NEEDLES	47,432	31,174	23,732	41,637	1,000	144,975	129,648	274,623
ONTARIO	1,776,340	1,167,479	713,803	1,559,305	10,000	5,226,928	4,855,308	10,082,236
RANCHO CUCAMONGA	1,695,309	1,114,222	681,460	1,488,174	10,000	4,989,165	4,633,823	9,622,988
REDLANDS	707,901	465,259	287,349	621,409	7,500	2,089,418	1,934,920	4,024,338
RIALTO	1,016,894	668,342	410,680	892,649	10,000	2,998,565	2,779,498	5,778,064
SAN BERNARDINO	2,149,287	1,412,594	862,660	1,886,685	10,000	6,321,225	5,874,690	12,195,915
TWENTYNINE PALMS	272,389	179,024	113,520	239,108	6,000	810,042	744,526	1,554,567
UPLAND	762,346	501,043	309,080	669,201	7,500	2,249,170	2,083,735	4,332,905
VICTORVILLE	1,358,360	892,766	546,972	1,192,395	10,000	4,000,493	3,712,835	7,713,328
YUCAIPA	528,247	347,185	215,643	463,706	7,500	1,562,281	1,443,870	3,006,151
YUCCA VALLEY	212,183	139,455	89,490	186,259	5,000	632,387	579,965	1,212,352

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SAN DIEGO COUNTY								
CARLSBAD	1,120,958	736,737	477,568	983,998	10,000	3,329,262	3,063,939	6,393,200
CHULA VISTA	2,710,700	1,781,576	1,148,048	2,379,504	10,000	8,029,828	7,409,214	15,439,042
CORONADO	226,411	148,806	100,290	198,748	5,000	679,255	618,854	1,298,109
DEL MAR	38,059	25,014	20,852	33,409	1,000	118,335	104,029	222,363
EL CAJON	1,024,177	673,128	436,750	899,042	10,000	3,043,097	2,799,404	5,842,501
ENCINITAS	596,814	392,249	256,509	523,895	7,500	1,776,967	1,631,285	3,408,252
ESCONDIDO	1,457,348	957,825	619,442	1,279,288	10,000	4,323,902	3,983,399	8,307,301
IMPERIAL BEACH	256,013	168,261	112,774	224,733	6,000	767,782	699,765	1,467,547
LA MESA	586,719	385,614	252,251	515,033	7,500	1,747,117	1,603,691	3,350,809
LEMON GROVE	271,291	178,303	119,218	238,144	6,000	812,955	741,524	1,554,479
NATIONAL CITY	568,002	373,313	244,357	498,603	7,500	1,691,776	1,552,533	3,244,308
OCEANSIDE	1,679,395	1,103,763	713,091	1,474,205	10,000	4,980,454	4,590,326	9,570,780
POWAY	485,295	318,954	209,475	426,001	7,500	1,447,224	1,326,466	2,773,690
SAN DIEGO	13,572,111	8,920,112	5,728,888	11,913,858	20,000	40,154,969	37,096,938	77,251,907
SAN MARCOS	935,574	614,895	399,382	821,264	7,500	2,778,614	2,557,223	5,335,837
SANTEE	574,639	377,675	247,156	504,429	7,500	1,711,400	1,570,674	3,282,074
SOLANA BEACH	125,092	82,216	57,558	109,809	3,000	377,675	341,918	719,593
VISTA	978,690	643,233	417,566	859,113	7,500	2,906,102	2,675,075	5,581,177
SAN FRANCISCO COUNTY								
SAN FRANCISCO	8,418,794	5,533,154	2,091,748	7,390,178	20,000	23,453,874	23,011,267	46,465,141
SAN JOAQUIN COUNTY								
ESCALON	71,707	47,129	33,569	62,946	2,000	217,350	195,999	413,349
LATHROP	371,790	244,355	153,960	326,365	6,000	1,102,470	1,016,222	2,118,693
LODI	646,298	424,772	264,092	567,333	7,500	1,909,995	1,766,541	3,676,536
MANTECA	902,918	593,432	367,046	792,599	7,500	2,663,495	2,467,965	5,131,460
MOUNTAIN HOUSE	277,379	182,304	118,564	243,488	5,000	826,735	758,165	1,584,899
RIPON	154,010	101,222	66,588	135,193	4,000	461,013	420,960	881,973
STOCKTON	3,090,967	2,031,502	1,244,880	2,713,310	10,000	9,090,660	8,448,606	17,539,267
TRACY	946,093	621,808	384,368	830,498	7,500	2,790,267	2,585,975	5,376,242
SAN LUIS OBISPO COUNTY								
ARROYO GRANDE	176,734	116,157	91,206	155,141	4,000	543,238	483,072	1,026,309
ATASCADERO	296,692	194,998	149,854	260,442	6,000	907,986	810,956	1,718,942
EL PASO DE ROBLES	302,308	198,689	152,600	265,372	6,000	924,969	826,306	1,751,275
GROVER BEACH	123,195	80,968	65,030	108,143	3,000	380,336	336,731	717,067
MORRO BAY	101,694	66,837	54,519	89,269	3,000	315,319	277,963	593,282
PISMO BEACH	77,583	50,991	42,731	68,104	2,000	241,408	212,060	453,468
SAN LUIS OBISPO	477,155	313,604	238,083	418,856	6,000	1,453,697	1,304,217	2,757,914

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SAN MATEO COUNTY								
ATHERTON	69,183	45,470	33,867	60,730	2,000	211,251	189,100	400,351
BELMONT	271,705	178,575	118,957	238,508	6,000	813,744	742,656	1,556,401
BRISBANE	46,729	30,712	24,433	41,020	1,000	143,894	127,726	271,620
BURLINGAME	303,936	199,759	132,499	266,801	6,000	908,995	830,756	1,739,751
COLMA	14,276	9,383	10,798	12,532	1,000	47,988	39,021	87,009
DALY CITY	1,009,872	663,727	429,098	886,485	10,000	2,999,181	2,760,304	5,759,485
EAST PALO ALTO	289,314	190,148	126,355	253,965	6,000	865,782	790,787	1,656,569
FOSTER CITY	324,493	213,269	141,136	284,846	6,000	969,744	886,943	1,856,688
HALF MOON BAY	113,196	74,397	52,359	99,366	3,000	342,317	309,401	651,718
HILLSBOROUGH	109,555	72,004	50,829	96,169	3,000	331,557	299,448	631,005
MENLO PARK	328,914	216,175	142,994	288,727	6,000	982,811	899,029	1,881,839
MILLBRAE	224,648	147,647	99,186	197,201	5,000	673,682	614,036	1,287,718
PACIFICA	372,551	244,855	161,328	327,033	6,000	1,111,767	1,018,302	2,130,069
PORTOLA VALLEY	42,741	28,091	22,758	37,519	1,000	132,109	116,825	248,934
REDWOOD CITY	803,902	528,355	342,560	705,680	7,500	2,387,997	2,197,322	4,585,318
SAN BRUNO	423,856	278,574	182,883	372,069	6,000	1,263,383	1,158,535	2,421,917
SAN CARLOS	296,095	194,605	129,205	259,918	6,000	885,823	809,323	1,695,146
SAN MATEO	1,018,358	669,304	432,664	893,934	10,000	3,024,261	2,783,501	5,807,761
SOUTH SAN FRANCISCO	638,255	419,486	272,963	560,272	7,500	1,898,476	1,744,556	3,643,031
WOODSIDE	51,122	33,599	26,279	44,876	2,000	157,875	139,732	297,607
SANTA BARBARA COUNTY								
BUELLTON	49,551	32,567	21,398	43,497	2,000	149,014	135,440	284,454
CARPINTERIA	126,586	83,197	47,202	111,119	3,000	371,104	345,999	717,103
GOLETA	315,448	207,324	110,465	276,906	6,000	916,143	862,220	1,778,362
GUADALUPE	85,261	56,037	33,359	74,843	2,000	251,500	233,044	484,544
LOMPOC	429,096	282,019	148,533	376,669	6,000	1,242,317	1,172,858	2,415,175
SANTA BARBARA	841,990	553,388	286,839	739,115	7,500	2,428,832	2,301,429	4,730,262
SANTA MARIA	1,080,885	710,399	366,861	948,822	10,000	3,116,968	2,954,407	6,071,375
SOLVANG	56,006	36,809	23,560	49,163	2,000	167,537	153,081	320,618

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SANTA CLARA COUNTY								
CAMPBELL	421,217	276,840	169,953	369,752	6,000	1,243,761	1,151,320	2,395,082
CUPERTINO	581,228	382,006	232,691	510,213	7,500	1,713,638	1,588,684	3,302,322
GILROY	599,213	393,826	239,743	526,000	7,500	1,766,282	1,637,841	3,404,123
LOS ALTOS	305,555	200,822	124,604	268,222	6,000	905,202	835,179	1,740,382
LOS ALTOS HILLS	82,342	54,118	37,085	72,281	2,000	247,826	225,067	472,893
LOS GATOS	322,171	211,743	131,119	282,808	6,000	953,842	880,598	1,834,440
MILPITAS	789,077	518,612	314,186	692,667	7,500	2,322,041	2,156,800	4,478,841
MONTE SERENO	35,035	23,026	18,537	30,754	1,000	108,352	95,761	204,113
MORGAN HILL	448,882	295,023	180,800	394,037	6,000	1,324,743	1,226,939	2,551,682
MOUNTAIN VIEW	833,369	547,722	331,552	731,547	7,500	2,451,690	2,277,864	4,729,554
PALO ALTO	662,684	435,541	264,629	581,717	7,500	1,952,071	1,811,328	3,763,398
SAN JOSE	9,752,822	6,409,928	3,828,743	8,561,213	20,000	28,572,706	26,657,593	55,230,298
SANTA CLARA	1,296,460	852,083	513,123	1,138,057	10,000	3,809,723	3,543,640	7,353,363
SARATOGA	299,679	196,960	122,300	263,064	6,000	888,002	819,118	1,707,120
SUNNYVALE	1,538,110	1,010,905	607,871	1,350,182	10,000	4,517,068	4,204,148	8,721,215
SANTA CRUZ COUNTY								
CAPITOLA	94,970	62,418	39,316	83,367	2,000	282,072	259,585	541,657
SANTA CRUZ	623,199	409,590	231,296	547,056	7,500	1,818,640	1,703,402	3,522,042
SCOTTS VALLEY	116,259	76,410	47,053	102,054	3,000	344,777	317,774	662,550
WATSONVILLE	499,070	328,008	186,182	438,093	7,500	1,458,852	1,364,117	2,822,969
SHASTA COUNTY								
ANDERSON	107,609	70,725	59,314	94,461	3,000	335,109	294,129	629,238
REDDING	903,043	593,515	462,279	792,709	7,500	2,759,046	2,468,307	5,227,353
SHASTA LAKE	99,623	65,476	55,269	87,451	3,000	310,819	272,302	583,121
SIERRA COUNTY								
LOYALTON	7,109	4,672	6,416	6,240	1,000	25,438	19,431	44,870
SISKIYOU COUNTY								
DORRIS	8,265	5,432	8,778	7,255	1,000	30,730	22,591	53,321
DUNSMUIR	16,405	10,782	12,695	50,220	1,000	91,102	44,840	135,942
ETNA	6,589	4,330	7,971	5,784	1,000	25,674	18,010	43,684
FORT JONES	6,685	4,394	8,017	5,868	1,000	25,965	18,273	44,238
MONTAGUE	11,839	7,781	10,498	10,892	1,000	42,010	32,359	74,369
MOUNT SHASTA	31,220	20,519	19,826	69,209	1,000	141,773	85,335	227,108
TULELAKE	8,670	5,698	8,972	7,610	1,000	31,950	23,697	55,647
WEED	28,118	18,480	18,333	79,068	1,000	144,999	76,856	221,856
YREKA	75,897	49,883	41,328	81,835	2,000	250,943	207,452	458,395

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SOLANO COUNTY								
BENICIA	260,877	171,459	111,830	229,003	6,000	779,169	713,062	1,492,231
DIXON	194,334	127,723	84,529	170,590	4,000	581,176	531,176	1,112,352
FAIRFIELD	1,162,880	764,290	481,892	1,020,799	10,000	3,439,861	3,178,526	6,618,387
RIO VISTA	99,585	65,451	45,656	87,417	3,000	301,109	272,197	573,306
SUISUN CITY	283,727	186,476	121,204	249,061	6,000	846,467	775,516	1,621,983
VACAVILLE	993,929	653,249	412,577	872,490	10,000	2,942,246	2,716,728	5,658,974
VALLEJO	1,213,126	797,313	502,506	1,064,905	10,000	3,587,849	3,315,861	6,903,711
SONOMA COUNTY								
CLOVERDALE	86,783	57,037	40,911	76,179	2,000	262,910	237,205	500,114
COTATI	73,027	47,996	35,187	64,104	2,000	222,314	199,606	421,920
HEALDSBURG	108,929	71,592	50,126	95,620	3,000	329,266	297,737	627,003
PETALUMA	576,316	378,777	244,610	505,901	7,500	1,713,103	1,575,255	3,288,359
ROHNERT PARK	424,540	279,024	181,455	372,669	6,000	1,263,688	1,160,404	2,424,092
SANTA ROSA	1,719,005	1,129,796	720,094	1,508,976	10,000	5,087,872	4,698,594	9,786,466
SEBASTOPOL	72,468	47,629	34,955	63,614	2,000	220,665	198,079	418,744
SONOMA	103,746	68,186	47,970	91,070	3,000	313,972	283,571	597,543
WINDSOR	252,545	165,982	109,886	221,689	6,000	756,103	690,287	1,446,389
STANISLAUS COUNTY								
CERES	483,859	318,011	191,431	424,741	7,500	1,425,542	1,322,543	2,748,085
HUGHSON	76,841	50,503	34,439	67,453	2,000	231,236	210,032	441,269
MODESTO	2,116,968	1,391,353	821,344	1,858,315	10,000	6,197,980	5,786,354	11,984,335
NEWMAN	119,342	78,436	50,832	104,760	3,000	356,370	326,199	682,569
OAKDALE	223,781	147,078	91,116	196,439	5,000	663,414	611,666	1,275,080
PATTERSON	249,183	163,773	100,913	218,738	6,000	738,607	681,098	1,419,705
RIVERBANK	251,322	165,178	101,738	220,615	6,000	744,853	686,943	1,431,796
TURLOCK	695,676	457,225	273,132	610,678	7,500	2,044,212	1,901,507	3,945,719
WATERFORD	88,324	58,050	38,868	77,532	2,000	264,774	241,417	506,191
SUTTER COUNTY								
LIVE OAK	93,034	61,146	38,992	81,667	2,000	276,839	254,293	531,132
YUBA CITY	678,665	446,045	254,223	595,745	7,500	1,982,177	1,855,009	3,837,186
TEHAMA COUNTY								
CORNING	79,645	52,345	34,111	69,914	2,000	238,015	217,694	455,709
RED BLUFF	142,644	93,751	57,296	125,215	3,000	421,906	389,891	811,797
TEHAMA	4,181	2,748	6,339	3,670	1,000	17,937	11,427	29,364
TRINITY COUNTY								

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
TULARE COUNTY								
DINUBA	250,696	164,767	94,256	220,065	6,000	735,784	685,231	1,421,015
EXETER	99,700	65,527	40,376	87,519	3,000	296,122	272,513	568,635
FARMERSVILLE	100,105	65,793	40,521	87,874	3,000	297,292	273,619	570,911
LINDSAY	122,578	80,563	48,540	107,602	3,000	362,283	335,046	697,329
PORTERVILLE	612,863	402,797	223,489	537,983	7,500	1,784,631	1,675,150	3,459,782
TULARE	703,219	462,182	255,732	617,299	7,500	2,045,932	1,922,123	3,968,055
VISALIA	1,415,820	930,531	510,011	1,242,834	10,000	4,109,197	3,869,892	7,979,089
WOODLAKE	77,111	50,680	32,316	67,690	2,000	229,797	210,770	440,566
TUOLUMNE COUNTY								
SONORA	50,120	32,941	32,706	43,996	2,000	161,763	136,994	298,757
VENTURA COUNTY								
CAMARILLO	681,747	448,070	290,295	598,451	7,500	2,026,064	1,863,434	3,889,498
FILLMORE	164,096	107,850	73,518	144,047	4,000	493,511	448,527	942,038
MOORPARK	348,903	229,312	150,910	306,273	6,000	1,041,398	953,663	1,995,061
OJAI	74,058	48,673	35,813	65,009	2,000	225,553	202,423	427,976
OXNARD	1,942,941	1,276,975	818,445	1,705,551	10,000	5,753,912	5,310,681	11,064,593
PORT HUENEME	212,549	139,696	93,809	186,580	5,000	637,634	580,966	1,218,600
SAN BUENAVENTURA	1,060,387	696,927	448,858	930,828	10,000	3,146,999	2,898,377	6,045,376
SANTA PAULA	304,957	200,430	132,507	267,698	6,000	911,592	833,547	1,745,139
SIMI VALLEY	1,215,659	798,978	513,882	1,067,129	10,000	3,605,647	3,322,786	6,928,433
THOUSAND OAKS	1,221,699	802,947	516,411	1,072,430	10,000	3,623,487	3,339,295	6,962,782
YOLO COUNTY								
DAVIS	630,211	414,199	279,556	553,212	7,500	1,884,678	1,722,570	3,607,248
WEST SACRAMENTO	533,690	350,762	237,475	468,483	7,500	1,597,910	1,458,746	3,056,656
WINTERS	77,265	50,782	38,486	67,825	2,000	236,358	211,191	447,548
WOODLAND	593,607	390,141	263,597	521,079	7,500	1,775,924	1,622,517	3,398,441
YUBA COUNTY								
MARYSVILLE	126,778	83,324	44,515	111,288	3,000	368,905	346,526	715,430
WHEATLAND	38,647	25,400	16,907	33,925	1,000	115,879	105,635	221,514
Statewide Total	\$ 322,149,500	\$ 211,729,000	\$ 126,248,226	\$ 289,493,592	\$ 2,724,000	\$ 952,344,318	\$ 880,538,000	\$ 1,832,882,318

Notes:

1. The Highway Users Tax is also known as the "Motor Vehicle Fuel Tax", the "Gasoline Excise Tax" and "Article XIX Revenues."
2. Rolling Hills has no public streets and is therefore not eligible for HUTA or RMRA allocations.
3. Str&HwysCode §§ 2103, 2105, 2106, 2107 and RMRA amounts are paid monthly. Includes special payments for snow removal.
4. Str&HwysCode § 2107.5 amounts are typically paid by the State Controller once per year in July.

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ALAMEDA COUNTY								
ALAMEDA	782,182	511,240	287,824	683,295	7,500	2,272,041	2,223,327	4,495,368
ALBANY	209,562	136,971	80,628	183,068	5,000	615,229	595,673	1,210,901
BERKELEY	1,270,457	830,379	464,501	1,109,840	10,000	3,685,177	3,611,232	7,296,410
DUBLIN	739,332	483,232	272,319	645,861	7,500	2,148,244	2,101,525	4,249,769
EMERYVILLE	133,343	87,154	53,049	116,485	3,000	393,031	379,024	772,055
FREMONT	2,302,588	1,504,986	837,966	2,011,483	10,000	6,667,023	6,545,028	13,212,051
HAYWARD	1,623,647	1,061,226	592,299	1,418,377	10,000	4,705,550	4,615,162	9,320,712
LIVERMORE	868,725	567,805	319,139	758,897	7,500	2,522,065	2,469,322	4,991,387
NEWARK	483,900	316,280	179,894	422,723	6,000	1,408,797	1,375,469	2,784,266
OAKLAND	4,287,531	2,802,359	1,556,197	3,745,479	10,000	12,401,566	12,187,163	24,588,729
PIEDMONT	111,537	72,901	45,158	97,436	3,000	330,032	317,039	647,071
PLEASANTON	789,943	516,312	290,632	690,074	7,500	2,294,461	2,245,386	4,539,847
SAN LEANDRO	900,015	588,255	330,461	786,230	7,500	2,612,460	2,558,261	5,170,721
UNION CITY	693,808	453,478	255,847	606,093	7,500	2,016,726	1,972,126	3,988,853
ALPINE COUNTY								
AMADOR COUNTY								
AMADOR	1,980	1,294	5,742	1,729	1,000	11,745	5,627	17,372
IONE	89,453	58,467	47,349	78,144	2,000	275,413	254,267	529,680
JACKSON	49,800	32,549	28,487	43,504	2,000	156,340	141,554	297,893
PLYMOUTH	11,106	7,259	10,083	9,702	1,000	39,150	31,569	70,719
SUTTER CREEK	26,172	17,106	17,249	22,863	1,000	84,389	74,392	158,782
BUTTE COUNTY								
BIGGS	19,530	12,765	12,416	17,061	1,000	62,771	55,513	118,284
CHICO	1,126,919	736,561	444,266	984,448	10,000	3,302,194	3,203,228	6,505,422
GRIDLEY	72,517	47,397	33,079	63,349	2,000	218,342	206,126	424,468
OROVILLE	198,060	129,453	82,038	173,020	4,000	586,571	562,978	1,149,549
PARADISE	109,755	71,737	47,601	95,879	3,000	327,972	311,975	639,947
CALAVERAS COUNTY								
ANGELS CAMP	36,149	23,628	30,273	31,579	1,000	122,629	102,754	225,383
COLUSA COUNTY								
COLUSA	64,697	42,286	21,937	56,518	2,000	187,437	183,899	371,336
WILLIAMS	55,323	36,159	19,454	48,329	2,000	161,265	157,254	318,518

Local Streets and Roads - Projected FY2026-27 Revenues

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Estimated May 2026

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
CONTRA COSTA COUNTY								
ANTIOCH	1,155,961	755,544	451,814	1,009,818	10,000	3,383,137	3,285,780	6,668,917
BRENTWOOD	650,799	425,367	256,466	568,522	7,500	1,908,653	1,849,874	3,758,528
CLAYTON	109,517	71,581	47,151	95,672	3,000	326,921	311,300	638,221
CONCORD	1,242,464	812,083	485,265	1,085,386	10,000	3,635,198	3,531,663	7,166,861
DANVILLE	432,239	282,515	171,948	377,593	6,000	1,270,296	1,228,626	2,498,922
EL CERRITO	257,154	168,078	104,242	224,643	6,000	760,117	730,952	1,491,069
HERCULES	259,589	169,669	105,184	226,771	6,000	767,213	737,873	1,505,086
LAFAYETTE	251,670	164,493	102,122	219,853	6,000	744,138	715,364	1,459,503
MARTINEZ	371,581	242,868	148,492	324,604	6,000	1,093,545	1,056,207	2,149,752
MORAGA	171,274	111,946	71,032	149,621	4,000	507,874	486,842	994,715
OAKLEY	463,509	302,952	184,040	404,910	6,000	1,361,411	1,317,508	2,678,920
ORINDA	193,229	126,296	79,522	168,800	4,000	571,848	549,248	1,121,096
PINOLE	187,429	122,505	77,279	163,733	4,000	554,946	532,760	1,087,706
PITTSBURG	755,991	494,121	297,144	660,415	7,500	2,215,170	2,148,878	4,364,049
PLEASANT HILL	341,618	223,284	136,905	298,429	6,000	1,006,236	971,038	1,977,275
RICHMOND	1,147,240	749,844	448,442	1,002,200	10,000	3,357,726	3,260,992	6,618,718
SAN PABLO	318,782	208,358	128,074	278,480	6,000	939,695	906,128	1,845,823
SAN RAMON	837,406	547,334	328,628	731,537	7,500	2,452,405	2,380,299	4,832,704
WALNUT CREEK	695,926	454,862	273,917	607,944	7,500	2,040,150	1,978,148	4,018,297
DEL NORTE COUNTY								
CRESCENT CITY	66,637	43,554	24,839	58,212	2,000	195,242	189,413	384,656
EL DORADO COUNTY								
PLACERVILLE	107,102	70,003	72,099	93,562	3,000	345,766	304,434	650,200
SOUTH LAKE TAHOE	212,066	138,608	138,055	1,985,541	5,000	2,479,270	602,791	3,082,061

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
FRESNO COUNTY								
CLOVIS	1,278,109	835,380	426,837	1,116,524	10,000	3,666,850	3,632,982	7,299,832
COALINGA	178,550	116,701	63,758	155,977	4,000	518,986	507,522	1,026,507
FIREBAUGH	86,256	56,377	33,282	75,351	2,000	253,266	245,179	498,446
FOWLER	75,892	49,604	29,860	66,297	2,000	223,653	215,721	439,374
FRESNO	5,513,802	3,603,857	1,825,480	4,816,718	20,000	15,779,857	15,672,795	31,452,652
HURON	68,617	44,848	27,458	59,942	2,000	202,864	195,041	397,905
KERMAN	173,571	113,447	62,114	151,627	4,000	504,759	493,369	998,128
KINGSBURG	131,502	85,951	48,223	114,877	3,000	383,552	373,790	757,342
MENDOTA	125,810	82,231	46,343	109,905	3,000	367,289	357,612	724,901
ORANGE COVE	96,184	62,867	36,560	84,024	2,000	281,635	273,400	555,035
PARLIER	145,004	94,775	52,681	126,672	3,000	422,131	412,168	834,299
REEDLEY	263,331	172,115	91,753	230,039	6,000	763,238	748,509	1,511,746
SANGER	267,627	174,923	93,171	233,792	6,000	775,513	760,720	1,536,233
SAN JOAQUIN	36,605	23,925	16,887	31,977	1,000	110,394	104,048	214,442
SELMA	244,623	159,887	85,575	213,696	5,000	708,781	695,331	1,404,112
GLENN COUNTY								
ORLAND	86,157	56,313	31,359	75,264	2,000	251,093	244,898	495,991
WILLOWS	64,093	41,892	24,557	55,990	2,000	188,532	182,182	370,714
HUMBOLDT COUNTY								
ARCATA	188,082	122,932	82,814	164,304	4,000	562,131	534,617	1,096,748
BLUE LAKE	11,928	7,796	9,747	10,420	1,000	40,891	33,904	74,795
EUREKA	266,983	174,502	115,541	233,230	6,000	796,256	758,891	1,555,147
FERNDALE	13,799	9,019	10,523	12,054	1,000	46,395	39,222	85,617
FORTUNA	124,029	81,066	56,245	108,348	3,000	372,688	352,547	725,236
RIO DELL	33,556	21,932	18,719	29,314	1,000	104,521	95,382	199,903
TRINIDAD	3,039	1,986	6,060	2,655	1,000	14,740	8,638	23,378
IMPERIAL COUNTY								
BRAWLEY	286,582	187,312	112,094	250,351	6,000	842,339	814,601	1,656,940
CALEXICO	396,664	259,262	153,307	346,516	6,000	1,161,749	1,127,504	2,289,253
CALIPATRIA	64,677	42,273	29,014	56,500	2,000	194,465	183,842	378,307
EL CENTRO	455,402	297,654	175,298	397,828	6,000	1,332,181	1,294,465	2,626,646
HOLTVILLE	56,273	36,781	25,868	49,159	2,000	170,081	159,955	330,035
IMPERIAL	226,340	147,937	89,539	197,725	5,000	666,542	643,364	1,309,905
WESTMORLAND	20,629	13,483	12,523	18,021	1,000	65,655	58,636	124,291
INYO COUNTY								
BISHOP	38,159	24,941	20,304	33,335	1,000	117,738	108,465	226,203

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Estimated May 2026

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
KERN COUNTY								
ARVIN	197,882	129,337	59,503	172,864	4,000	563,586	562,472	1,126,058
BAKERSFIELD	4,149,843	2,712,364	1,151,998	3,625,198	10,000	11,649,403	11,795,788	23,445,191
CALIFORNIA CITY	148,656	97,163	45,895	129,862	4,000	425,576	422,550	848,127
DELANO	522,950	341,803	149,366	456,836	7,500	1,478,455	1,486,467	2,964,921
MARICOPA	10,156	6,638	7,608	8,872	1,000	34,273	28,868	63,141
MCFARLAND	140,688	91,955	43,692	122,901	3,000	402,236	399,901	802,137
RIDGECREST	280,980	183,650	82,475	245,457	6,000	798,562	798,676	1,597,238
SHAFTER	232,170	151,748	68,982	202,818	5,000	660,718	659,936	1,320,654
TAFT	84,840	55,452	28,254	74,114	2,000	244,661	241,156	485,816
TEHACHAPI	129,087	84,372	40,485	112,767	3,000	369,711	366,925	736,636
WASCO	268,379	175,414	78,992	234,449	6,000	763,234	762,858	1,526,092
KINGS COUNTY								
AVENAL	135,551	88,597	48,234	118,414	3,000	393,795	385,298	779,093
CORCORAN	214,066	139,915	73,393	187,002	5,000	619,376	608,475	1,227,851
HANFORD	606,167	396,194	199,033	529,532	7,500	1,738,426	1,723,008	3,461,434
LEMOORE	274,110	179,160	92,633	239,456	6,000	791,359	779,149	1,570,508
LAKE COUNTY								
CLEARLAKE	166,988	109,145	62,630	145,877	4,000	488,640	474,659	963,299
LAKEPORT	49,750	32,517	22,029	43,460	2,000	149,756	141,413	291,169
LASSEN COUNTY								
SUSANVILLE	160,683	105,023	49,974	165,094	4,000	484,774	456,736	941,510
LOS ANGELES COUNTY								
AGOURA HILLS	200,267	130,896	78,154	174,948	5,000	589,265	569,253	1,158,518
ALHAMBRA	817,827	534,537	304,353	714,433	7,500	2,378,650	2,324,646	4,703,296
ARCADIA	562,999	367,980	211,015	491,822	7,500	1,641,316	1,600,306	3,241,621
ARTESIA	162,306	106,084	64,249	141,787	4,000	478,427	461,350	939,777
AVALON	34,081	22,275	17,283	29,772	1,000	104,411	96,873	201,284
AZUSA	497,392	325,098	186,984	434,509	7,500	1,451,483	1,413,819	2,865,302
BALDWIN PARK	713,051	466,055	265,976	622,903	7,500	2,075,485	2,026,823	4,102,308
BELL	337,877	220,838	128,557	295,161	6,000	988,433	960,403	1,948,836
BELLFLOWER	780,559	510,178	290,703	681,877	7,500	2,270,817	2,218,713	4,489,529
BELL GARDENS	390,903	255,497	147,980	341,483	6,000	1,141,863	1,111,129	2,252,992
BEVERLY HILLS	323,672	211,554	123,354	282,752	6,000	947,333	920,027	1,867,360
BRADBURY	9,107	5,952	8,136	7,955	1,000	32,150	25,885	58,035
BURBANK	1,060,836	693,369	393,362	926,720	10,000	3,084,287	3,015,391	6,099,678
CALABASAS	229,894	150,260	89,005	200,829	5,000	674,988	653,465	1,328,452
CARSON	928,631	606,959	344,938	811,229	7,500	2,699,258	2,639,603	5,338,861
CERRITOS	488,602	319,353	183,765	426,830	6,000	1,424,550	1,388,834	2,813,383

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
CLAREMONT	379,450	248,011	143,785	331,478	6,000	1,108,725	1,078,575	2,187,300
COMMERCE	122,494	80,063	49,667	107,008	3,000	362,233	348,186	710,419
COMPTON	951,160	621,685	353,190	830,910	7,500	2,764,445	2,703,641	5,468,086
COVINA	507,795	331,898	190,795	443,597	7,500	1,481,585	1,443,390	2,924,975
CUDAHY	225,419	147,336	87,366	196,921	5,000	662,042	640,747	1,302,789
CULVER CITY	400,247	261,604	151,402	349,646	6,000	1,168,900	1,137,690	2,306,589
DIAMOND BAR	543,974	355,545	204,046	475,202	7,500	1,586,268	1,546,228	3,132,496
DOWNEY	1,127,621	737,021	417,824	985,062	10,000	3,277,528	3,205,226	6,482,754
DUARTE	235,051	153,631	90,894	205,334	5,000	689,910	668,124	1,358,033
EL MONTE	1,080,405	706,160	400,530	943,815	10,000	3,140,911	3,071,016	6,211,927
EL SEGUNDO	171,373	112,011	67,571	149,707	4,000	504,662	487,123	991,785
GARDENA	602,870	394,040	225,619	526,652	7,500	1,756,682	1,713,639	3,470,320
GLENDALE	1,939,103	1,267,411	715,053	1,693,952	10,000	5,625,520	5,511,836	11,137,356
GLENORA	519,713	339,688	195,160	454,008	7,500	1,516,068	1,477,266	2,993,334
HAWAIIAN GARDENS	138,045	90,227	55,363	120,593	3,000	407,228	392,388	799,616
HAWTHORNE	870,982	569,280	323,823	760,868	7,500	2,532,452	2,475,737	5,008,190
HERMOSA BEACH	195,100	127,519	76,261	170,435	4,000	573,315	554,566	1,127,880
HIDDEN HILLS	17,283	11,296	11,130	15,098	1,000	55,807	49,126	104,933
HUNTINGTON PARK	541,589	353,986	203,173	473,118	7,500	1,579,365	1,539,447	3,118,812
INDUSTRY	4,266	2,788	6,363	3,727	1,000	18,144	12,127	30,271
INGLEWOOD	1,074,100	702,039	398,221	938,307	10,000	3,122,666	3,053,093	6,175,760
IRVINDALE	14,937	9,763	10,271	13,048	1,000	49,019	42,458	91,477
LA CANADA FLINTRIDGE	203,326	132,895	79,274	177,620	5,000	598,115	577,947	1,176,062
LA HABRA HEIGHTS	55,966	36,580	25,299	48,891	2,000	168,736	159,082	327,819
LAKEWOOD	814,580	532,415	303,164	711,597	7,500	2,369,256	2,315,417	4,684,673
LA MIRADA	488,087	319,017	183,576	426,380	6,000	1,423,060	1,387,371	2,810,431
LANCASTER	1,759,643	1,150,114	649,321	1,537,180	10,000	5,106,258	5,001,726	10,107,984
LA PUENTE	376,224	245,902	142,603	328,659	6,000	1,099,388	1,069,403	2,168,791
LA VERNE	321,010	209,814	122,379	280,426	6,000	939,628	912,459	1,852,087
LAWNDALE	314,556	205,596	120,015	274,788	6,000	920,955	894,114	1,815,068
LOMITA	207,186	135,418	80,688	180,993	5,000	609,285	588,920	1,198,205
LONG BEACH	4,595,732	3,003,801	1,688,121	4,014,716	10,000	13,312,370	13,063,214	26,375,583
LOS ANGELES	38,589,800	25,222,547	14,139,442	33,711,079	20,000	111,682,868	109,690,208	221,373,077
LYNWOOD	678,564	443,514	253,344	592,777	7,500	1,975,700	1,928,797	3,904,496
MALIBU	106,271	69,459	43,725	92,835	3,000	315,290	302,071	617,361
MANHATTAN BEACH	351,022	229,430	133,372	306,644	6,000	1,026,468	997,768	2,024,236
MAYWOOD	248,730	162,572	95,905	217,285	6,000	730,492	707,008	1,437,500
MONROVIA	385,251	251,803	145,909	336,546	6,000	1,125,509	1,095,063	2,220,572
MONTEBELLO	620,955	405,860	232,243	542,451	7,500	1,809,009	1,765,044	3,574,052

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MONTEREY PARK	604,672	395,218	226,279	528,226	7,500	1,761,894	1,718,759	3,480,654
NORWALK	1,023,647	669,063	379,741	894,232	10,000	2,976,683	2,909,683	5,886,366
PALMDALE	1,675,634	1,095,205	618,550	1,463,792	10,000	4,863,181	4,762,934	9,626,115
PALOS VERDES ESTATES	132,165	86,384	53,209	115,456	3,000	390,215	375,675	765,890
PARAMOUNT	529,245	345,918	198,651	462,335	7,500	1,543,650	1,504,361	3,048,011
PASADENA	1,392,041	909,847	514,676	1,216,052	10,000	4,042,616	3,956,830	7,999,446
PICO RIVERA	615,016	401,978	230,068	537,262	7,500	1,791,824	1,748,162	3,539,986
POMONA	1,514,892	990,143	559,673	1,323,371	10,000	4,398,080	4,306,029	8,704,109
RANCHO PALOS VERDES	417,807	273,082	157,834	364,986	6,000	1,219,709	1,187,603	2,407,312
REDONDO BEACH	695,085	454,312	259,395	607,209	7,500	2,023,501	1,975,756	3,999,258
ROLLING HILLS ⁽²⁾								
ROLLING HILLS ESTATES	84,583	55,284	35,781	73,890	2,000	251,538	240,424	491,962
ROSEMEAD	505,706	330,533	190,030	441,772	7,500	1,475,541	1,437,453	2,912,995
SAN DIMAS	344,489	225,160	130,979	300,937	6,000	1,007,565	979,198	1,986,763
SAN FERNANDO	234,516	153,281	90,698	204,867	5,000	688,363	666,604	1,354,967
SAN GABRIEL	390,517	255,245	147,838	341,146	6,000	1,140,746	1,110,032	2,250,777
SAN MARINO	124,207	81,182	50,294	108,504	3,000	367,188	353,054	720,241
SANTA CLARITA	2,300,192	1,503,421	847,313	2,009,390	10,000	6,670,316	6,538,219	13,208,534
SANTA FE SPRINGS	185,776	121,424	72,846	162,289	4,000	546,335	528,061	1,074,396
SANTA MONICA	923,286	603,466	342,980	806,559	7,500	2,683,792	2,624,409	5,308,201
SIERRA MADRE	110,626	72,306	45,320	96,640	3,000	327,892	314,451	642,343
SIGNAL HILL	116,397	76,078	47,434	101,681	3,000	344,590	330,854	675,444
SOUTH EL MONTE	193,378	126,393	75,630	168,930	4,000	568,331	549,670	1,118,001
SOUTH GATE	920,118	601,395	341,820	803,792	7,500	2,674,627	2,615,406	5,290,032
SOUTH PASADENA	266,825	174,399	102,532	233,092	6,000	782,847	758,441	1,541,288
TEMPLE CITY	361,712	236,418	137,288	315,983	6,000	1,057,400	1,028,155	2,085,555
TORRANCE	1,453,303	949,888	537,115	1,269,569	10,000	4,219,875	4,130,965	8,350,841
VERNON	2,089	1,365	5,565	1,825	1,000	11,843	5,937	17,780
WALNUT	281,415	183,935	107,877	245,837	6,000	825,064	799,914	1,624,978
WEST COVINA	1,084,632	708,923	402,078	947,507	10,000	3,153,140	3,083,030	6,236,171
WEST HOLLYWOOD	353,249	230,886	134,188	308,589	6,000	1,032,912	1,004,099	2,037,011
WESTLAKE VILLAGE	80,624	52,696	34,331	70,431	2,000	240,081	229,170	469,251
WHITTIER	869,586	568,367	323,311	759,649	7,500	2,528,414	2,471,770	5,000,184

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MADERA COUNTY								
CHOWCHILLA	190,745	124,672	52,790	166,630	4,000	538,836	542,186	1,081,022
MADERA	657,688	429,869	170,269	574,540	7,500	1,839,867	1,869,457	3,709,324
MARIN COUNTY								
BELVEDERE	21,024	13,742	13,428	18,366	1,000	67,561	59,761	127,322
CORTE MADERA	101,074	66,063	46,279	88,296	3,000	304,712	287,299	592,011
FAIRFAX	75,179	49,138	35,653	65,675	2,000	227,645	213,695	441,339
LARKSPUR	129,473	84,624	57,934	113,104	3,000	388,135	368,022	756,158
MILL VALLEY	139,876	91,424	62,203	122,192	3,000	418,696	397,593	816,289
NOVATO	526,266	343,971	220,773	459,732	7,500	1,558,241	1,495,892	3,054,133
ROSS	23,123	15,113	14,289	20,200	1,000	73,725	65,726	139,452
SAN ANSELMO	126,553	82,716	56,736	110,553	3,000	379,557	359,722	739,280
SAN RAFAEL	609,720	398,517	255,021	532,636	7,500	1,803,395	1,733,109	3,536,504
SAUSALITO	70,468	46,058	33,719	61,559	2,000	213,804	200,302	414,106
TIBURON	90,403	59,088	41,900	78,974	2,000	272,366	256,968	529,334
MARIPOSA COUNTY								
MENDOCINO COUNTY								
FORT BRAGG	71,141	46,498	33,641	62,147	2,000	215,426	202,215	417,642
POINT ARENA	4,553	2,976	6,646	3,978	1,000	19,153	12,943	32,096
UKIAH	164,336	107,411	71,422	143,559	4,000	490,728	467,118	957,846
WILLITS	48,968	32,006	24,652	42,777	1,000	149,403	139,190	288,593
MERCED COUNTY								
ATWATER	315,387	206,139	96,286	275,514	6,000	899,326	896,477	1,795,804
DOS PALOS	57,362	37,492	21,439	50,110	2,000	168,403	163,050	331,453
GUSTINE	60,173	39,330	22,255	52,566	2,000	176,323	171,040	347,364
LIVINGSTON	142,945	93,430	46,265	124,873	3,000	410,512	406,316	816,828
LOS BANOS	483,999	316,345	145,196	422,809	6,000	1,374,348	1,375,750	2,750,099
MERCED	970,443	634,288	286,300	847,754	7,500	2,746,285	2,758,450	5,504,735
MODOC COUNTY								
ALTURAS	26,924	17,598	14,363	27,255	1,000	87,140	76,531	163,671
MONO COUNTY								
MAMMOTH LAKES	71,467	46,712	66,070	1,679,365	2,000	1,865,614	203,144	2,068,758

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
MONTEREY COUNTY								
CARMEL-BY-THE-SEA	31,359	20,496	13,731	27,394	1,000	93,980	89,136	183,115
DEL REY OAKS	15,630	10,216	9,251	13,654	1,000	49,751	44,427	94,178
GONZALES	84,613	55,303	28,898	73,916	2,000	244,729	240,509	485,238
GREENFIELD	205,741	134,474	63,395	179,730	5,000	588,340	584,812	1,173,152
KING CITY	141,985	92,802	45,237	124,034	3,000	407,058	403,586	810,645
MARINA	228,518	149,361	69,882	199,627	5,000	652,387	649,554	1,301,941
MONTEREY	281,851	184,220	85,071	246,218	6,000	803,360	801,152	1,604,511
PACIFIC GROVE	148,260	96,904	47,025	129,516	3,000	424,705	421,425	846,130
SALINAS	1,601,346	1,046,650	460,864	1,398,895	10,000	4,517,755	4,551,771	9,069,526
SAND CITY	3,692	2,413	5,852	3,225	1,000	16,182	10,495	26,677
SEASIDE	323,989	211,761	97,072	283,029	6,000	921,851	920,928	1,842,779
SOLEDAD	272,705	178,242	82,466	238,228	6,000	777,641	775,154	1,552,794
NAPA COUNTY								
AMERICAN CANYON	221,688	144,896	71,250	193,661	5,000	636,495	630,140	1,266,635
CALISTOGA	51,839	33,882	20,338	45,285	2,000	153,344	147,350	300,694
NAPA	771,294	504,123	235,993	673,783	7,500	2,192,693	2,192,377	4,385,070
SAINT HELENA	53,413	34,911	20,810	46,660	2,000	157,793	151,823	309,617
YOUNTVILLE	29,547	19,312	13,657	25,812	1,000	89,328	83,987	173,314
NEVADA COUNTY								
GRASS VALLEY	134,719	88,053	120,249	117,687	3,000	463,708	382,934	846,643
NEVADA CITY	33,140	21,661	33,200	42,951	1,000	131,951	94,200	226,152
TRUCKEE	167,562	109,520	148,394	2,492,448	4,000	2,921,925	476,291	3,398,215

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
ORANGE COUNTY								
ALISO VIEJO	512,685	335,094	218,595	447,869	7,500	1,521,743	1,457,289	2,979,032
ANAHEIM	3,428,447	2,240,856	1,434,502	2,995,005	10,000	10,108,810	9,745,246	19,854,056
BREA	474,140	309,901	202,522	414,197	6,000	1,406,759	1,347,727	2,754,486
BUENA PARK	833,566	544,824	352,406	728,182	7,500	2,466,478	2,369,382	4,835,860
COSTA MESA	1,113,575	727,840	469,174	972,791	10,000	3,293,381	3,165,301	6,458,682
CYPRESS	498,441	325,784	212,656	435,425	7,500	1,479,806	1,416,801	2,896,607
DANA POINT	328,028	214,401	141,591	286,557	6,000	976,577	932,407	1,908,984
FOUNTAIN VALLEY	565,464	369,591	240,605	493,975	7,500	1,677,134	1,607,312	3,284,446
FULLERTON	1,424,162	930,842	598,692	1,244,112	10,000	4,207,807	4,048,132	8,255,939
GARDEN GROVE	1,702,024	1,112,454	714,563	1,486,845	10,000	5,025,886	4,837,945	9,863,831
HUNTINGTON BEACH	1,963,127	1,283,113	823,447	1,714,939	10,000	5,794,625	5,580,123	11,374,748
IRVINE	3,153,961	2,061,449	1,320,038	2,755,221	10,000	9,300,669	8,965,027	18,265,696
LAGUNA BEACH	227,548	148,727	99,690	198,780	5,000	679,744	646,796	1,326,540
LAGUNA HILLS	310,507	202,950	134,285	271,251	6,000	924,993	882,606	1,807,599
LAGUNA NIGUEL	645,949	422,196	274,168	564,285	7,500	1,914,098	1,836,088	3,750,186
LAGUNA WOODS	175,640	114,799	78,044	153,434	4,000	525,917	499,250	1,025,167
LA HABRA	621,004	405,893	263,766	542,494	7,500	1,840,657	1,765,184	3,605,841
LAKE FOREST	867,498	567,002	366,557	757,824	7,500	2,566,381	2,465,833	5,032,214
LA PALMA	154,150	100,753	69,082	134,661	4,000	462,647	438,166	900,813
LOS ALAMITOS	118,842	77,676	54,358	103,817	3,000	357,693	337,804	695,497
MISSION VIEJO	926,503	605,568	391,162	809,370	7,500	2,740,104	2,633,554	5,373,657
NEWPORT BEACH	842,326	550,550	356,060	735,835	7,500	2,492,270	2,394,283	4,886,553
ORANGE	1,392,655	910,248	585,553	1,216,588	10,000	4,115,044	3,958,574	8,073,619
PLACENTIA	534,343	349,250	227,627	466,788	7,500	1,585,508	1,518,851	3,104,360
RANCHO SANTA MARGARITA	474,288	309,998	202,584	414,326	6,000	1,407,196	1,348,149	2,755,345
SAN CLEMENTE	634,526	414,730	269,405	554,306	7,500	1,880,467	1,803,618	3,684,085
SAN JUAN CAPISTRANO	349,705	228,570	150,631	305,494	6,000	1,040,400	994,026	2,034,426
SANTA ANA	3,121,256	2,040,073	1,306,400	2,726,651	10,000	9,204,380	8,872,065	18,076,445
SEAL BEACH	250,413	163,672	109,225	218,755	6,000	748,065	711,791	1,459,856
STANTON	401,405	262,361	172,191	350,658	6,000	1,192,615	1,140,981	2,333,597
TUSTIN	795,268	519,793	336,436	694,726	7,500	2,353,723	2,260,523	4,614,246
VILLA PARK	57,996	37,906	28,985	50,663	2,000	177,550	164,850	342,400
WESTMINSTER	900,114	588,320	380,158	786,317	7,500	2,662,408	2,558,542	5,220,950
YORBA LINDA	673,566	440,247	285,685	588,410	7,500	1,995,407	1,914,588	3,909,995

Local Streets and Roads - Projected FY2026-27 Revenues

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Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
PLACER COUNTY								
AUBURN	136,273	89,069	60,205	119,045	3,000	407,592	387,352	794,944
COLFAX	19,787	12,933	12,845	17,286	1,000	63,851	56,244	120,095
LINCOLN	539,668	352,731	224,214	471,441	7,500	1,595,554	1,533,989	3,129,543
LOOMIS	67,379	44,040	32,195	58,861	2,000	204,474	191,523	395,998
ROCKLIN	724,296	473,404	299,279	632,727	7,500	2,137,206	2,058,786	4,195,992
ROSEVILLE	1,568,859	1,025,416	642,655	1,370,515	10,000	4,617,446	4,459,428	9,076,873
PLUMAS COUNTY								
PORTOLA	20,896	13,658	9,254	120,061	1,000	164,869	59,396	224,265
RIVERSIDE COUNTY								
BANNING	316,248	206,702	134,427	276,267	6,000	939,644	898,925	1,838,569
BEAUMONT	591,022	386,296	247,054	516,302	7,500	1,748,173	1,679,960	3,428,133
BLYTHE	185,875	121,489	80,988	162,375	4,000	554,727	528,343	1,083,070
CALIMESA	108,825	71,128	49,406	95,066	3,000	327,425	309,330	636,755
CANYON LAKE	109,478	71,555	49,674	95,637	3,000	329,344	311,187	640,531
CATHEDRAL CITY	511,269	334,169	214,364	446,632	7,500	1,513,934	1,453,266	2,967,200
COACHELLA	439,337	287,153	184,880	383,793	6,000	1,301,163	1,248,800	2,549,963
CORONA	1,575,421	1,029,706	650,549	1,376,248	10,000	4,641,925	4,478,082	9,120,007
DESERT HOT SPRINGS	329,245	215,197	139,754	287,620	6,000	977,816	935,868	1,913,685
EASTVALE	690,908	451,582	287,996	603,560	7,500	2,041,546	1,963,883	4,005,428
HEMET	910,012	594,790	377,805	794,964	7,500	2,685,070	2,586,679	5,271,749
INDIAN WELLS	48,127	31,456	24,527	42,042	1,000	147,152	136,798	283,950
INDIO	916,001	598,704	380,259	800,195	7,500	2,702,659	2,603,701	5,306,360
JURUPA VALLEY	1,048,532	685,328	434,583	915,971	10,000	3,094,414	2,980,417	6,074,831
LAKE ELSINORE	730,344	477,357	304,161	638,010	7,500	2,157,372	2,075,977	4,233,349
LA QUINTA	384,024	251,000	162,207	335,473	6,000	1,138,705	1,091,574	2,230,279
MENIFEE	1,141,460	746,066	472,673	997,150	10,000	3,367,348	3,244,561	6,611,909
MORENO VALLEY	2,086,839	1,363,972	860,174	1,823,010	10,000	6,143,995	5,931,770	12,075,765
MURRIETA	1,106,547	723,247	458,363	966,652	10,000	3,264,809	3,145,324	6,410,133
NORCO	263,578	172,276	112,838	230,255	6,000	784,948	749,212	1,534,160
PALM DESERT	514,526	336,298	215,699	449,477	7,500	1,523,499	1,462,523	2,986,022
PALM SPRINGS	440,247	287,749	185,253	384,589	6,000	1,303,838	1,251,388	2,555,226
PERRIS	804,157	525,602	334,416	702,491	7,500	2,374,167	2,285,789	4,659,956
RANCHO MIRAGE	169,463	110,762	74,261	148,039	4,000	506,525	481,693	988,217
RIVERSIDE	3,170,867	2,072,500	1,304,507	2,769,990	10,000	9,327,864	9,013,084	18,340,948
SAN JACINTO	544,321	355,771	227,912	475,505	7,500	1,611,008	1,547,213	3,158,221
TEMECULA	1,110,814	726,035	460,111	970,379	10,000	3,277,339	3,157,451	6,434,790
WILDOMAR	367,008	239,879	155,233	320,609	6,000	1,088,729	1,043,208	2,131,937

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SACRAMENTO COUNTY								
CITRUS HEIGHTS	868,310	567,533	375,057	758,533	7,500	2,576,932	2,468,141	5,045,073
ELK GROVE	1,809,868	1,182,942	776,547	1,581,055	10,000	5,360,413	5,144,489	10,504,902
FOLSOM	916,377	598,950	395,553	800,524	7,500	2,718,903	2,604,770	5,323,674
GALT	258,273	168,809	114,930	225,620	6,000	773,632	734,131	1,507,763
ISLETON	7,869	5,143	8,156	6,874	1,000	29,043	22,368	51,411
RANCHO CORDOVA	845,840	552,846	365,475	738,904	7,500	2,510,566	2,404,271	4,914,837
SACRAMENTO	5,226,219	3,415,891	2,233,317	4,565,494	20,000	15,460,921	14,855,353	30,316,274
SAN BENITO COUNTY								
HOLLISTER	430,507	281,382	178,497	376,080	6,000	1,272,467	1,223,702	2,496,169
SAN JUAN BAUTISTA	20,629	13,483	13,123	18,021	1,000	66,255	58,636	124,891
SAN BERNARDINO COUNTY								
ADELANTO	367,731	240,351	150,820	321,240	6,000	1,086,142	1,045,262	2,131,404
APPLE VALLEY	751,467	491,164	303,196	656,463	7,500	2,209,790	2,136,020	4,345,810
BARSTOW	252,749	165,199	105,163	220,795	6,000	749,906	718,431	1,468,337
BIG BEAR LAKE	49,899	32,614	24,614	692,933	2,000	802,060	141,835	943,894
CHINO	942,400	615,959	379,013	823,257	7,500	2,768,129	2,678,740	5,446,869
CHINO HILLS	775,827	507,086	312,869	677,743	7,500	2,281,026	2,205,264	4,486,290
COLTON	532,116	347,794	216,095	464,843	7,500	1,568,348	1,512,521	3,080,868
FONTANA	2,169,482	1,417,988	866,268	1,895,205	10,000	6,358,943	6,166,680	12,525,622
GRAND TERRACE	129,928	84,922	56,392	113,502	3,000	387,745	369,317	757,061
HESPERIA	1,007,592	658,569	404,899	880,207	10,000	2,961,267	2,864,046	5,825,312
HIGHLAND	565,088	369,345	229,188	493,646	7,500	1,664,767	1,606,243	3,271,009
LOMA LINDA	250,651	163,827	104,330	218,962	6,000	743,769	712,466	1,456,236
MONTCLAIR	376,313	245,960	154,228	328,737	6,000	1,111,238	1,069,656	2,180,894
NEEDLES	48,740	31,857	24,154	42,578	1,000	148,330	138,543	286,873
ONTARIO	1,825,330	1,193,047	729,610	1,594,562	10,000	5,352,550	5,188,438	10,540,988
RANCHO CUCAMONGA	1,742,063	1,138,624	696,547	1,521,823	10,000	5,109,056	4,951,756	10,060,812
REDLANDS	727,424	475,449	293,649	635,459	7,500	2,139,480	2,067,677	4,207,158
RIALTO	1,044,939	682,979	419,729	912,832	10,000	3,070,480	2,970,204	6,040,684
SAN BERNARDINO	2,208,561	1,443,530	881,786	1,929,344	10,000	6,473,221	6,277,762	12,750,983
TWENTYNINE PALMS	279,901	182,945	115,944	244,514	6,000	829,305	795,609	1,624,914
UPLAND	783,370	512,016	315,864	684,332	7,500	2,303,083	2,226,703	4,529,786
VICTORVILLE	1,395,822	912,319	559,060	1,219,355	10,000	4,096,556	3,967,578	8,064,134
YUCAIPA	542,816	354,788	220,344	474,190	7,500	1,599,638	1,542,936	3,142,574
YUCCA VALLEY	218,035	142,509	91,378	190,470	5,000	647,393	619,757	1,267,150

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	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SAN DIEGO COUNTY								
CARLSBAD	1,151,873	752,872	488,109	1,006,247	10,000	3,409,100	3,274,160	6,683,260
CHULA VISTA	2,785,458	1,820,594	1,173,536	2,433,306	10,000	8,222,894	7,917,571	16,140,465
CORONADO	232,655	152,065	102,419	203,242	5,000	695,381	661,315	1,356,695
DEL MAR	39,109	25,562	21,210	34,165	1,000	121,045	111,166	232,212
EL CAJON	1,052,422	687,870	446,381	919,370	10,000	3,116,043	2,991,475	6,107,518
ENCINITAS	613,274	400,840	262,120	535,740	7,500	1,819,474	1,743,210	3,562,684
ESCONDIDO	1,497,540	978,802	633,145	1,308,213	10,000	4,427,700	4,256,706	8,684,406
IMPERIAL BEACH	263,073	171,947	115,182	229,814	6,000	786,016	747,777	1,533,793
LA MESA	602,900	394,059	257,768	526,678	7,500	1,788,906	1,713,723	3,502,629
LEMON GROVE	278,772	182,208	121,769	243,529	6,000	832,277	792,401	1,624,679
NATIONAL CITY	583,667	381,489	249,698	509,877	7,500	1,732,231	1,659,054	3,391,285
OCEANSIDE	1,725,711	1,127,936	728,882	1,507,538	10,000	5,100,067	4,905,275	10,005,342
POWAY	498,678	325,939	214,038	435,633	7,500	1,481,789	1,417,476	2,899,265
SAN DIEGO	13,946,414	9,115,468	5,856,506	12,183,237	20,000	41,121,625	39,642,213	80,763,838
SAN MARCOS	961,376	628,361	408,179	839,833	7,500	2,845,249	2,732,678	5,577,927
SANTEE	590,487	385,946	252,560	515,835	7,500	1,752,328	1,678,440	3,430,768
SOLANA BEACH	128,542	84,016	58,734	112,291	3,000	386,584	365,377	751,962
VISTA	1,005,681	657,320	426,769	878,538	7,500	2,975,808	2,858,616	5,834,424
SAN FRANCISCO COUNTY								
SAN FRANCISCO	8,650,974	5,654,334	2,138,277	7,557,274	20,000	24,020,858	24,590,103	48,610,962
SAN JOAQUIN COUNTY								
ESCALON	73,685	48,161	34,210	64,369	2,000	222,425	209,446	431,871
LATHROP	382,044	249,706	157,286	333,744	6,000	1,128,780	1,085,947	2,214,727
LODI	664,123	434,075	269,873	580,161	7,500	1,955,731	1,887,746	3,843,476
MANTECA	927,820	606,429	375,122	810,520	7,500	2,727,391	2,637,296	5,364,686
MOUNTAIN HOUSE	285,028	186,296	118,564	248,994	5,000	843,882	810,184	1,654,066
RIPON	158,258	103,438	67,966	138,250	4,000	471,912	449,842	921,754
STOCKTON	3,176,213	2,075,993	1,272,528	2,774,659	10,000	9,309,394	9,028,278	18,337,671
TRACY	972,185	635,426	392,830	849,276	7,500	2,857,217	2,763,402	5,620,620
SAN LUIS OBISPO COUNTY								
ARROYO GRANDE	181,608	118,700	93,132	158,649	4,000	556,090	516,216	1,072,306
ATASCADERO	304,875	199,268	153,088	266,331	6,000	929,562	866,597	1,796,159
EL PASO DE ROBLES	310,646	203,040	155,895	271,372	6,000	946,953	883,000	1,829,953
GROVER BEACH	126,592	82,742	66,373	110,588	3,000	389,295	359,835	749,130
MORRO BAY	104,499	68,301	55,627	91,288	3,000	322,715	297,034	619,749
PISMO BEACH	79,723	52,107	43,576	69,644	2,000	247,050	226,609	473,660
SAN LUIS OBISPO	490,314	320,473	243,284	428,326	6,000	1,488,396	1,393,701	2,882,098

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SAN MATEO COUNTY								
ATHERTON	71,091	46,466	34,515	62,104	2,000	216,176	202,075	418,251
BELMONT	279,198	182,486	121,502	243,900	6,000	833,086	793,611	1,626,698
BRISBANE	48,018	31,385	24,871	41,947	1,000	147,221	136,489	283,710
BURLINGAME	312,319	204,134	135,346	272,834	6,000	930,632	887,755	1,818,387
COLMA	14,670	9,588	10,932	12,815	1,000	49,005	41,698	90,703
DALY CITY	1,037,723	678,263	438,558	906,529	10,000	3,071,072	2,949,693	6,020,764
EAST PALO ALTO	297,293	194,312	129,065	259,707	6,000	886,378	845,044	1,731,422
FOSTER CITY	333,442	217,940	144,175	291,287	6,000	992,844	947,798	1,940,642
HALF MOON BAY	116,318	76,026	53,420	101,612	3,000	350,376	330,629	681,005
HILLSBOROUGH	112,576	73,580	51,856	98,344	3,000	339,356	319,994	659,349
MENLO PARK	337,986	220,910	146,075	295,256	6,000	1,006,225	960,712	1,966,938
MILLBRAE	230,844	150,881	101,290	201,659	5,000	689,674	656,166	1,345,840
PACIFICA	382,826	250,218	164,817	334,427	6,000	1,138,288	1,088,170	2,226,458
PORTOLA VALLEY	43,920	28,706	23,158	38,367	1,000	135,151	124,841	259,992
REDWOOD CITY	826,072	539,926	350,090	721,636	7,500	2,445,225	2,348,083	4,793,308
SAN BRUNO	435,545	284,675	186,854	380,482	6,000	1,293,556	1,238,023	2,531,580
SAN CARLOS	304,261	198,867	131,978	265,795	6,000	906,901	864,852	1,771,754
SAN MATEO	1,046,444	683,962	442,203	914,147	10,000	3,096,756	2,974,481	6,071,236
SOUTH SAN FRANCISCO	655,857	428,673	278,942	572,940	7,500	1,943,912	1,864,252	3,808,164
WOODSIDE	52,532	34,335	26,758	45,890	2,000	161,514	149,319	310,833
SANTA BARBARA COUNTY								
BUELLTON	50,918	33,280	21,768	44,481	2,000	152,447	144,733	297,180
CARPINTERIA	130,077	85,019	48,147	113,632	3,000	379,875	369,739	749,613
GOLETA	324,147	211,865	112,820	283,167	6,000	938,000	921,378	1,859,378
GUADALUPE	87,612	57,264	33,996	76,536	2,000	257,408	249,034	506,442
LOMPOC	440,930	288,195	151,738	385,186	6,000	1,272,049	1,253,330	2,525,378
SANTA BARBARA	865,211	565,508	293,127	755,827	7,500	2,487,173	2,459,334	4,946,507
SANTA MARIA	1,110,695	725,958	374,933	970,275	10,000	3,191,861	3,157,113	6,348,974
SOLVANG	57,550	37,615	23,978	50,274	2,000	171,418	163,584	335,002

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SANTA CLARA COUNTY								
CAMPBELL	432,833	282,903	173,635	378,112	6,000	1,273,483	1,230,314	2,503,798
CUPERTINO	597,258	390,372	237,772	521,749	7,500	1,754,651	1,697,685	3,452,337
GILROY	615,738	402,451	244,981	537,894	7,500	1,808,564	1,750,216	3,558,780
LOS ALTOS	313,982	205,220	127,275	274,286	6,000	926,763	892,482	1,819,245
LOS ALTOS HILLS	84,613	55,303	37,805	73,916	2,000	253,636	240,509	494,145
LOS GATOS	331,057	216,381	133,935	289,203	6,000	976,575	941,017	1,917,592
MILPITAS	810,839	529,969	321,084	708,328	7,500	2,377,720	2,304,781	4,682,501
MONTE SERENO	36,001	23,530	18,843	31,450	1,000	110,824	102,332	213,155
MORGAN HILL	461,262	301,484	184,724	402,947	6,000	1,356,417	1,311,121	2,667,538
MOUNTAIN VIEW	856,352	559,717	338,837	748,088	7,500	2,510,494	2,434,152	4,944,646
PALO ALTO	680,960	445,080	270,422	594,869	7,500	1,998,831	1,935,606	3,934,437
SAN JOSE	10,021,793	6,550,310	3,913,998	8,754,786	20,000	29,260,887	28,486,609	57,747,496
SANTA CLARA	1,332,214	870,744	524,456	1,163,789	10,000	3,901,204	3,786,774	7,687,978
SARATOGA	307,943	201,274	124,919	269,012	6,000	909,148	875,319	1,784,467
SUNNYVALE	1,580,529	1,033,044	621,316	1,380,710	10,000	4,625,600	4,492,600	9,118,200
SANTA CRUZ COUNTY								
CAPITOLA	97,590	63,785	40,086	85,252	2,000	288,712	277,395	566,108
SANTA CRUZ	640,386	418,560	236,345	559,425	7,500	1,862,216	1,820,275	3,682,491
SCOTTS VALLEY	119,465	78,083	47,995	104,362	3,000	352,906	339,576	692,483
WATSONVILLE	512,833	335,191	190,226	447,998	7,500	1,493,749	1,457,711	2,951,460
SHASTA COUNTY								
ANDERSON	110,577	72,274	60,530	96,597	3,000	342,977	314,310	657,287
REDDING	927,948	606,513	472,479	810,632	7,500	2,825,072	2,637,661	5,462,733
SHASTA LAKE	102,371	66,910	56,394	89,428	3,000	318,103	290,985	609,088
SIERRA COUNTY								
LOYALTON	7,305	4,775	6,452	6,382	1,000	25,914	20,765	46,678
SISKIYOU COUNTY								
DORRIS	8,493	5,551	8,866	7,419	1,000	31,330	24,141	55,471
DUNSMUIR	16,857	11,018	12,871	50,546	1,000	92,292	47,916	140,209
ETNA	6,771	4,425	8,042	5,915	1,000	26,152	19,245	45,398
FORT JONES	6,870	4,490	8,089	6,001	1,000	26,450	19,527	45,976
MONTAGUE	12,165	7,951	10,625	11,127	1,000	42,869	34,579	77,448
MOUNT SHASTA	32,081	20,968	20,161	69,828	1,000	144,038	91,190	235,228
TULELAKE	8,909	5,823	9,065	7,782	1,000	32,579	25,323	57,902
WEED	28,894	18,885	18,634	79,626	1,000	147,039	82,130	229,169
YREKA	77,991	50,975	42,142	83,342	2,000	256,449	221,686	478,135

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
SOLANO COUNTY								
BENICIA	268,072	175,214	114,216	234,181	6,000	797,683	761,986	1,559,669
DIXON	199,693	130,521	86,306	174,447	4,000	594,967	567,621	1,162,588
FAIRFIELD	1,194,951	781,028	492,529	1,043,879	10,000	3,522,388	3,396,609	6,918,997
RIO VISTA	102,331	66,884	46,567	89,394	3,000	308,176	290,873	599,049
SUISUN CITY	291,551	190,560	123,799	254,692	6,000	866,603	828,725	1,695,328
VACAVILLE	1,021,341	667,555	421,669	892,218	10,000	3,012,782	2,903,127	5,915,910
VALLEJO	1,246,582	814,774	513,603	1,088,983	10,000	3,673,942	3,543,368	7,217,309
SONOMA COUNTY								
CLOVERDALE	89,176	58,286	41,716	77,902	2,000	269,080	253,480	522,559
COTATI	75,041	49,047	35,865	65,554	2,000	227,506	213,301	440,807
HEALDSBURG	111,933	73,160	51,137	97,782	3,000	337,011	318,165	655,176
PETALUMA	592,210	387,072	249,957	517,339	7,500	1,754,078	1,683,336	3,437,414
ROHNERT PARK	436,248	285,135	185,394	381,096	6,000	1,293,872	1,240,021	2,533,893
SANTA ROSA	1,766,414	1,154,540	736,042	1,543,094	10,000	5,210,089	5,020,971	10,231,061
SEBASTOPOL	74,467	48,672	35,627	65,052	2,000	225,818	211,669	437,487
SONOMA	106,607	69,679	48,932	93,129	3,000	321,348	303,027	624,375
WINDSOR	259,510	169,617	112,229	226,701	6,000	774,058	737,648	1,511,706
STANISLAUS COUNTY								
CERES	497,203	324,975	195,592	434,344	7,500	1,459,616	1,413,284	2,872,900
HUGHSON	78,961	51,609	35,100	68,978	2,000	236,647	224,443	461,090
MODESTO	2,175,352	1,421,824	839,549	1,900,333	10,000	6,347,058	6,183,364	12,530,422
NEWMAN	122,633	80,154	51,858	107,129	3,000	364,774	348,580	713,354
OAKDALE	229,953	150,299	93,040	200,881	5,000	679,173	653,633	1,332,806
PATTERSON	256,055	167,359	103,056	223,684	6,000	756,155	727,829	1,483,983
RIVERBANK	258,253	168,796	103,899	225,603	6,000	762,551	734,075	1,496,626
TURLOCK	714,862	467,239	279,115	624,486	7,500	2,093,201	2,031,972	4,125,174
WATERFORD	90,760	59,321	39,627	79,285	2,000	270,993	257,981	528,975
SUTTER COUNTY								
LIVE OAK	95,600	62,485	39,754	83,514	2,000	283,353	271,740	555,093
YUBA CITY	697,382	455,813	259,783	609,215	7,500	2,029,693	1,982,284	4,011,977
TEHAMA COUNTY								
CORNING	81,841	53,492	34,765	71,494	2,000	243,592	232,631	476,223
RED BLUFF	146,578	95,804	58,467	128,046	3,000	431,895	416,642	848,537
TEHAMA	4,296	2,808	6,373	3,753	1,000	18,230	12,211	30,441
TRINITY COUNTY								

Local Streets and Roads - Projected FY2026-27 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

Estimated May 2026	Highway Users Tax Acct (HUTA) ⁽¹⁾ Streets & Highways Code					TOTAL HUTA	Road Mntnc Rehab Acct	TOTAL
	Sec2103 ⁽³⁾	Sec2105 ⁽³⁾	Sec2106 ⁽³⁾	Sec2107 ⁽³⁾	Sec2107.5 ⁽⁴⁾			
TULARE COUNTY								
DINUBA	257,609	168,375	96,251	225,041	6,000	753,276	732,246	1,485,523
EXETER	102,450	66,962	41,169	89,498	3,000	303,079	291,210	594,289
FARMERSVILLE	102,866	67,234	41,317	89,861	3,000	304,277	292,392	596,669
LINDSAY	125,959	82,328	49,515	110,035	3,000	370,836	358,034	728,870
PORTERVILLE	629,765	411,618	228,365	550,147	7,500	1,827,395	1,790,085	3,617,480
TULARE	722,613	472,305	261,326	631,256	7,500	2,095,000	2,054,003	4,149,003
VISALIA	1,454,867	950,911	521,275	1,270,935	10,000	4,207,988	4,135,411	8,343,398
WOODLAKE	79,238	51,790	32,929	69,220	2,000	235,177	225,231	460,408
TUOLUMNE COUNTY								
SONORA	51,502	33,662	33,328	44,991	2,000	165,484	146,393	311,877
VENTURA COUNTY								
CAMARILLO	700,549	457,884	296,660	611,982	7,500	2,074,575	1,991,287	4,065,862
FILLMORE	168,622	110,212	75,051	147,304	4,000	505,188	479,301	984,489
MOORPARK	358,525	234,334	154,167	313,198	6,000	1,066,225	1,019,095	2,085,320
OJAI	76,100	49,739	36,505	66,479	2,000	230,823	216,312	447,134
OXNARD	1,996,525	1,304,942	836,586	1,744,114	10,000	5,892,166	5,675,055	11,567,221
PORT HUENEME	218,411	142,755	95,794	190,799	5,000	652,758	620,826	1,273,585
SAN BUENAVENTURA	1,089,631	712,190	458,758	951,874	10,000	3,222,453	3,097,239	6,319,692
SANTA PAULA	313,368	204,819	135,354	273,750	6,000	933,292	890,738	1,824,029
SIMI VALLEY	1,249,185	816,476	525,231	1,091,257	10,000	3,692,150	3,550,767	7,242,917
THOUSAND OAKS	1,255,392	820,532	527,817	1,096,679	10,000	3,710,420	3,568,409	7,278,829
YOLO COUNTY								
DAVIS	647,592	423,270	285,682	565,720	7,500	1,929,764	1,840,758	3,770,522
WEST SACRAMENTO	548,409	358,443	242,663	479,076	7,500	1,636,091	1,558,833	3,194,924
WINTERS	79,396	51,894	39,237	69,358	2,000	241,885	225,681	467,566
WOODLAND	609,978	398,685	269,367	532,861	7,500	1,818,391	1,733,841	3,552,231
YUBA COUNTY								
MARYSVILLE	130,275	85,148	45,400	113,805	3,000	377,628	370,301	747,929
WHEATLAND	39,713	25,957	17,177	34,692	1,000	118,538	112,883	231,421
Statewide Total	\$ 331,034,000	\$ 216,366,000	\$ 129,008,813	\$ 295,887,592	\$ 2,724,000	\$ 975,020,405	\$ 940,953,000	\$ 1,915,973,405

Notes:

1. The Highway Users Tax is also known as the "Motor Vehicle Fuel Tax", the "Gasoline Excise Tax" and "Article XIX Revenues."
2. Rolling Hills has no public streets and is therefore not eligible for HUTA or RMRA allocations.
3. Str&HwysCode §§ 2103, 2105, 2106, 2107 and RMRA amounts are paid monthly. Includes special payments for snow removal.
4. Str&HwysCode § 2107.5 amounts are typically paid by the State Controller once per year in July.

Local Streets and Roads - Projected FY2025-26 Revenues

Based on State Dept of Finance statewide revenue projections

Estimated May 2026

	Highway Users Tax Acct ⁽¹⁾				TOTAL HUTA	Road Maintnc Rehab Acct	TOTAL Annual
	Sec2103 ⁽²⁾	Sec2104	Sec2105	Sec2106			
ALAMEDA COUNTY	9,498,813	14,630,148	6,640,673	451,504	31,221,138	25,963,305	57,184,443
ALPINE COUNTY	183,597	289,524	136,638	20,796	630,555	501,830	1,132,385
AMADOR COUNTY	936,191	774,799	567,077	208,356	2,486,424	2,558,911	5,045,335
BUTTE COUNTY	3,082,824	2,612,735	1,867,352	427,498	7,990,409	8,426,347	16,416,755
CALAVERAS COUNTY	1,418,553	1,093,804	859,257	356,020	3,727,635	3,877,362	7,604,997
COLUSA COUNTY	1,091,531	611,576	661,171	122,255	2,486,533	2,983,506	5,470,038
CONTRA COSTA COUNTY	8,024,684	11,888,478	5,674,308	998,460	26,585,930	21,934,036	48,519,966
DEL NORTE COUNTY	558,490	343,922	338,293	117,935	1,358,641	1,526,534	2,885,175
EL DORADO COUNTY	2,992,531	3,828,217	2,079,097	893,626	9,793,471	8,179,547	17,973,018
FRESNO COUNTY	10,503,560	10,467,377	6,362,299	1,280,681	28,613,917	28,709,602	57,323,520
GLENN COUNTY	1,334,597	752,881	808,403	144,311	3,040,193	3,647,883	6,688,076
HUMBOLDT COUNTY	2,503,868	1,766,452	1,516,663	416,498	6,203,480	6,843,875	13,047,356
IMPERIAL COUNTY	4,731,252	2,558,122	2,865,851	472,592	10,627,817	12,932,031	23,559,848
INYO COUNTY	1,563,466	968,774	947,035	133,113	3,612,388	4,273,455	7,885,844
KERN COUNTY	9,632,107	9,275,360	5,834,436	1,969,503	26,711,406	26,327,642	53,039,048
KINGS COUNTY	2,031,287	1,641,078	1,230,407	248,102	5,150,873	5,552,158	10,703,031
LAKE COUNTY	1,389,882	1,055,384	841,890	348,533	3,635,689	3,798,993	7,434,683
LASSEN COUNTY	1,341,183	936,853	812,392	133,344	3,223,772	3,665,883	6,889,655
LOS ANGELES COUNTY	57,295,957	87,392,340	39,722,480	2,821,501	187,232,278	156,608,243	343,840,521
MADERA COUNTY	2,974,238	1,910,923	1,801,579	541,431	7,228,171	8,129,547	15,357,718
MARIN COUNTY	2,168,972	2,732,055	1,342,360	316,583	6,559,971	5,928,497	12,488,468
MARIPOSA COUNTY	890,159	539,195	539,194	139,570	2,108,118	2,433,090	4,541,208
MENDOCINO COUNTY	2,047,102	1,353,732	1,239,987	412,601	5,053,422	5,595,386	10,648,808
MERCED COUNTY	3,971,804	2,990,894	2,405,832	616,591	9,985,121	10,856,216	20,841,337
MODOC COUNTY	1,314,238	867,917	796,071	66,812	3,045,038	3,592,235	6,637,273
MONO COUNTY	963,752	777,715	583,771	31,899	2,357,137	2,634,244	4,991,381
MONTEREY COUNTY	4,410,789	4,706,683	2,671,738	942,503	12,731,712	12,056,102	24,787,815
NAPA COUNTY	1,513,120	1,660,240	916,539	330,890	4,420,788	4,135,843	8,556,631
NEVADA COUNTY	1,594,761	1,770,519	965,991	319,203	4,650,475	4,358,995	9,009,470
ORANGE COUNTY	20,686,199	33,272,904	15,019,158	837,150	69,815,412	56,542,022	126,357,434
PLACER COUNTY	4,533,539	6,535,859	3,283,626	921,595	15,274,619	12,391,617	27,666,236
PLUMAS COUNTY	1,076,524	1,048,190	652,081	159,663	2,936,458	2,942,487	5,878,945
RIVERSIDE COUNTY	18,242,978	25,529,879	12,063,028	1,866,500	57,702,385	49,863,915	107,566,300
SACRAMENTO COUNTY	12,600,595	16,181,501	8,142,445	2,310,830	39,235,371	34,441,471	73,676,842
SAN BENITO COUNTY	1,079,168	889,089	653,682	175,381	2,797,319	2,949,711	5,747,030
SAN BERNARDINO COUNTY	16,844,978	23,346,212	10,973,417	1,575,547	52,740,154	46,042,734	98,782,888
SAN DIEGO COUNTY	23,233,069	34,281,229	16,040,795	2,149,067	75,704,160	63,503,437	139,207,597
SAN FRANCISCO COUNTY	4,356,539	5,259,262	2,638,877	9,600	12,264,277	11,907,818	24,172,096
SAN JOAQUIN COUNTY	7,140,768	8,521,275	4,325,362	804,786	20,792,192	19,518,012	40,310,204
SAN LUIS OBISPO COUNTY	3,871,655	3,676,279	2,345,169	694,396	10,587,499	10,582,476	21,169,975
SAN MATEO COUNTY	5,188,058	7,898,049	3,615,516	313,160	17,014,783	14,180,627	31,195,410
SANTA BARBARA COUNTY	3,896,690	4,763,530	2,487,679	886,244	12,034,143	10,650,905	22,685,048
SANTA CLARA COUNTY	12,028,767	18,487,902	8,284,804	327,740	39,129,213	32,878,482	72,007,695
SANTA CRUZ COUNTY	2,494,500	2,963,462	1,602,282	675,486	7,735,731	6,818,270	14,554,001
SHASTA COUNTY	2,966,700	2,677,761	1,797,013	435,531	7,877,005	8,108,943	15,985,948
SIERRA COUNTY	527,392	434,367	319,456	36,226	1,317,441	1,441,531	2,758,972
SISKIYOU COUNTY	2,125,142	1,554,962	1,287,258	213,785	5,181,147	5,808,695	10,989,842
SOLANO COUNTY	3,661,429	4,847,765	2,226,273	208,331	10,943,798	10,007,860	20,951,659
SONOMA COUNTY	5,392,372	6,130,461	3,266,310	1,005,734	15,794,877	14,739,083	30,533,960
STANISLAUS COUNTY	5,546,714	6,078,002	3,359,799	763,472	15,747,987	15,160,949	30,908,936
SUTTER COUNTY	1,692,278	1,269,088	1,025,060	224,321	4,210,747	4,625,540	8,836,287
TEHAMA COUNTY	1,869,438	1,020,931	1,132,371	272,413	4,295,153	5,109,774	9,404,927
TRINITY COUNTY	985,519	695,802	596,956	95,212	2,373,489	2,693,739	5,067,228
TULARE COUNTY	6,705,210	5,122,094	4,061,533	800,591	16,689,428	18,327,492	35,016,920
TUOLUMNE COUNTY	1,312,354	1,112,507	794,930	348,690	3,568,480	3,587,085	7,155,566
VENTURA COUNTY	6,311,064	9,313,126	4,393,544	665,066	20,682,800	17,250,163	37,932,963
YOLO COUNTY	2,422,269	2,480,255	1,467,236	190,025	6,559,785	6,620,839	13,180,624
YUBA COUNTY	1,394,283	1,001,555	844,556	331,255	3,571,649	3,811,023	7,382,672

Total	\$ 322,149,500	\$ 408,591,000	\$ 211,729,000	\$ 34,580,508	\$ 977,050,007	\$ 880,538,000	\$ 1,857,588,007
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Notes:

1. The Highway Users Tax is also known as the "Motor Vehicle Fuel Tax", the "Gasoline Excise Tax" and "Article XIX Revenues."

Local Streets and Roads - Projected FY2026-27 Revenues

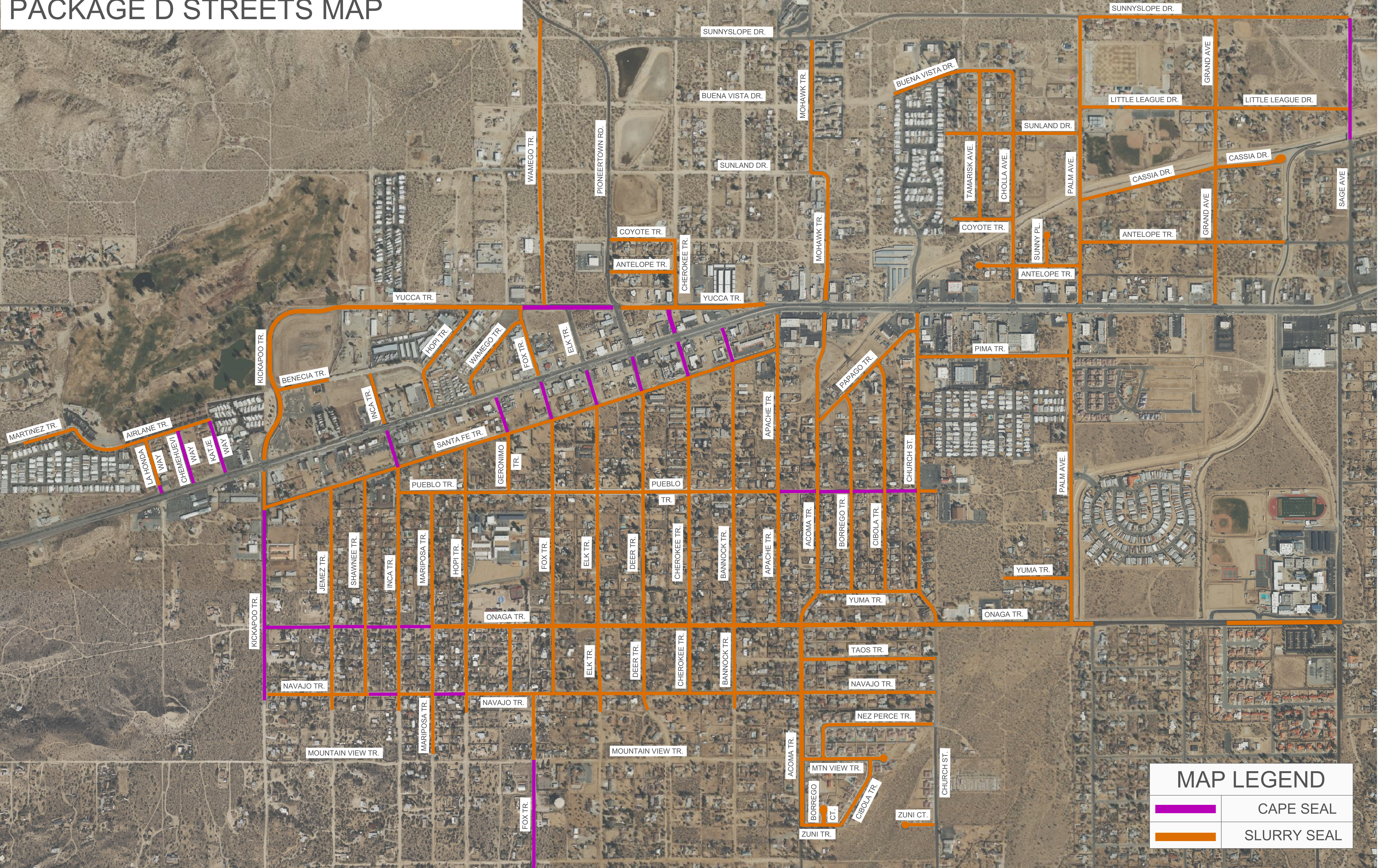
Based on State Dept of Finance statewide revenue projections
Estimated May 2026

	Highway Users Tax Acct ⁽¹⁾				TOTAL HUTA	Road Maintnc Rehab Acct	TOTAL Annual
	Sec2103 ⁽²⁾	Sec2104	Sec2105	Sec2106			
ALAMEDA COUNTY	9,760,779	14,962,673	6,789,056	461,357	31,973,865	27,744,685	59,718,550
ALPINE COUNTY	188,661	289,688	136,773	21,046	636,168	536,261	1,172,429
AMADOR COUNTY	962,010	790,909	579,295	212,787	2,545,002	2,734,482	5,279,483
BUTTE COUNTY	3,167,844	2,669,831	1,907,586	436,815	8,182,075	9,004,491	17,186,566
CALAVERAS COUNTY	1,457,675	1,115,052	877,771	363,744	3,814,242	4,143,393	7,957,635
COLUSA COUNTY	1,121,634	613,671	675,416	124,767	2,535,489	3,188,208	5,723,697
CONTRA COSTA COUNTY	8,245,995	12,157,642	5,800,507	1,020,507	27,224,650	23,438,963	50,663,613
DEL NORTE COUNTY	573,893	351,197	345,582	120,350	1,391,023	1,631,271	3,022,294
EL DORADO COUNTY	3,075,061	3,889,879	2,114,188	913,336	9,992,463	8,740,758	18,733,221
FRESNO COUNTY	10,793,236	10,700,402	6,499,379	1,309,020	29,302,037	30,679,410	59,981,446
GLENN COUNTY	1,371,404	755,505	825,820	147,314	3,100,044	3,898,170	6,998,214
HUMBOLDT COUNTY	2,572,922	1,804,478	1,549,340	425,570	6,352,310	7,313,444	13,665,753
IMPERIAL COUNTY	4,861,734	2,615,941	2,927,598	482,915	10,888,188	13,819,316	24,707,504
INYO COUNTY	1,606,585	970,812	967,440	135,867	3,680,703	4,566,663	8,247,366
KERN COUNTY	9,897,750	9,482,717	5,960,143	2,013,199	27,353,808	28,134,020	55,487,828
KINGS COUNTY	2,087,307	1,678,007	1,256,917	253,419	5,275,650	5,933,100	11,208,750
LAKE COUNTY	1,428,213	1,078,923	860,029	356,089	3,723,255	4,059,648	7,782,903
LASSEN COUNTY	1,378,171	939,316	829,895	136,103	3,283,485	3,917,404	7,200,890
LOS ANGELES COUNTY	58,876,111	89,376,668	40,609,627	2,884,192	191,746,598	167,353,364	359,099,962
MADERA COUNTY	3,056,264	1,953,378	1,840,395	553,289	7,403,326	8,687,327	16,090,653
MARIN COUNTY	2,228,790	2,793,406	1,371,908	323,427	6,717,532	6,335,260	13,052,792
MARIPOSA COUNTY	914,708	541,090	550,811	142,468	2,149,077	2,600,028	4,749,105
MENDOCINO COUNTY	2,103,558	1,383,197	1,266,703	421,586	5,175,044	5,979,294	11,154,338
MERCED COUNTY	4,081,342	3,058,572	2,457,668	630,123	10,227,705	11,601,077	21,828,782
MODOC COUNTY	1,350,483	868,889	813,223	68,087	3,100,682	3,838,704	6,939,386
MONO COUNTY	990,331	778,920	596,349	32,396	2,397,996	2,814,983	5,212,979
MONTEREY COUNTY	4,532,433	4,813,026	2,729,302	963,302	13,038,063	12,883,289	25,921,353
NAPA COUNTY	1,554,850	1,697,383	936,286	338,053	4,526,572	4,419,609	8,946,181
NEVADA COUNTY	1,638,743	1,804,225	986,804	326,106	4,755,878	4,658,072	9,413,950
ORANGE COUNTY	21,256,700	34,030,414	15,355,461	855,601	71,498,175	60,421,453	131,919,628
PLACER COUNTY	4,658,569	6,657,645	3,345,035	941,927	15,603,176	13,241,824	28,845,000
PLUMAS COUNTY	1,106,214	1,050,456	666,130	163,009	2,985,809	3,144,375	6,130,184
RIVERSIDE COUNTY	18,746,097	26,108,572	12,331,757	1,907,900	59,094,326	53,285,151	112,379,476
SACRAMENTO COUNTY	12,948,104	16,549,667	8,324,237	2,362,136	40,184,144	36,804,551	76,988,695
SAN BENITO COUNTY	1,108,930	908,765	667,766	179,077	2,864,537	3,152,095	6,016,633
SAN BERNARDINO COUNTY	17,309,543	23,857,146	11,209,845	1,610,460	53,986,994	49,201,793	103,188,787
SAN DIEGO COUNTY	23,873,810	35,059,089	16,398,572	2,196,766	77,528,238	67,860,500	145,388,738
SAN FRANCISCO COUNTY	4,476,687	5,378,499	2,695,733	9,600	12,560,519	12,724,831	25,285,350
SAN JOAQUIN COUNTY	7,337,702	8,714,938	4,418,555	822,515	21,293,710	20,857,171	42,150,881
SAN LUIS OBISPO COUNTY	3,978,431	3,758,888	2,395,698	709,663	10,842,679	11,308,555	22,151,235
SAN MATEO COUNTY	5,331,138	8,077,514	3,696,226	319,928	17,424,806	15,153,581	32,578,387
SANTA BARBARA COUNTY	4,004,156	4,870,717	2,542,592	905,789	12,323,254	11,381,680	23,704,934
SANTA CLARA COUNTY	12,360,506	18,908,585	8,470,201	334,833	40,074,126	35,134,323	75,208,449
SANTA CRUZ COUNTY	2,563,296	3,029,130	1,637,162	690,332	7,919,920	7,286,081	15,206,001
SHASTA COUNTY	3,048,518	2,734,228	1,835,731	445,027	8,063,504	8,665,310	16,728,813
SIERRA COUNTY	541,936	434,781	326,339	36,820	1,339,876	1,540,436	2,880,312
SISKIYOU COUNTY	2,183,751	1,559,308	1,314,993	218,337	5,276,389	6,207,238	11,483,627
SOLANO COUNTY	3,762,407	4,957,743	2,275,854	212,762	11,208,766	10,694,514	21,903,281
SONOMA COUNTY	5,541,087	6,268,494	3,336,685	1,027,943	16,174,209	15,750,353	31,924,562
STANISLAUS COUNTY	5,699,685	6,216,006	3,432,188	780,280	16,128,159	16,201,164	32,329,323
SUTTER COUNTY	1,738,949	1,297,543	1,047,146	229,108	4,312,746	4,942,905	9,255,651
TEHAMA COUNTY	1,920,995	1,025,995	1,156,768	278,273	4,382,031	5,460,363	9,842,394
TRINITY COUNTY	1,012,698	697,052	609,818	97,120	2,416,688	2,878,561	5,295,249
TULARE COUNTY	6,890,132	5,236,292	4,149,041	818,227	17,093,691	19,584,968	36,678,658
TUOLUMNE COUNTY	1,348,547	1,133,426	812,057	356,250	3,650,280	3,833,201	7,483,480
VENTURA COUNTY	6,485,115	9,523,410	4,491,001	679,679	21,179,206	18,433,722	39,612,928
YOLO COUNTY	2,489,072	2,536,301	1,498,848	194,048	6,718,269	7,075,104	13,793,373
YUBA COUNTY	1,432,736	1,022,996	862,753	338,426	3,656,910	4,072,503	7,729,413
Total	\$ 331,034,000	\$ 417,539,000	\$ 216,366,000	\$ 35,339,066	\$ 1,000,278,066	\$ 940,953,000	\$ 1,941,231,066

Notes:

1. The Highway Users Tax is also known as the "Motor Vehicle Fuel Tax", the "Gasoline Excise Tax" and "Article XIX Revenues."

2026 SLURRY/CAPE SEAL PROJECT PACKAGE D STREETS MAP



2026 Townwide Slurry/Cape Seal Street List
Annual Street Maintenance Program

Street Name	From	To	Length (ft.)	Width (ft.)	Area (sq.ft.)	Type
Martinez Trail	170' E/O Camino Del Cielo Tr.	Airlane Drive	316	35	11060	slurry
La Honda Way	SR 62	60' North	60	31	1860	cape
	60' North	Airlane Drive	468	31	14508	slurry
Chemehuevi Way	SR 62	Airlane Drive	527	30	15810	cape
Katje Way	SR 62	Airlane Drive	527	27	14229	cape
Airlane Drive	Martinez Trail	La Honda Way	793	33	26169	slurry
	La Honda Way	Chemehuevi Way	328	32	10496	slurry
	Chemehuevi Way	Katje Way	330	32	10560	slurry
Kickapoo Trail	End	Navajo Trail	100	35	3500	cape
	Navajo Trail	Onaga Trail	666	35	23310	cape
	Onaga Trail	Santa Fe Trail	1174	49	57526	cape
	Santa Fe Trail	SR 62	361	62	22382	slurry
	SR 62	Benecia Trail	698	60	41880	slurry
	Benecia Trail	Yucca Trail	748	38	28424	slurry
Yucca Trail	Kickapoo Trail	Inca Trail	950	30	28500	slurry
	Inca Trail	Hopi Trail	985	45	44325	slurry
	Hopi Trail	Fox Trail	454	51	23154	slurry
	Fox Trail	Wamego Trail	253	51	12903	cape
	Wamego Trail	Elk Trail	219	51	11169	cape
	Elk Trail	Pioneertown Road	491	51	25041	cape
	Pioneertown Road	Cherokee Trail	498	42	20916	cape
	Cherokee Trail	Cherokee Trail	86	51	4386	cape
	Cherokee Trail	SR 62	580	51	29580	cape
Benecia Trail	Kickapoo Trail	500' East of Kickapoo Tr	500	33	16500	slurry
Inca Trail	SR 62	Benecia Trail	500	40	20000	slurry
Hopi Trail	SR 62	Benecia Trail	348	40	13920	slurry
	Benecia Trail	Yucca Trail	810	40	32400	slurry
Wamego Trail	SR 62	Fox Trail	909	40	36360	slurry
	Yucca Trail	Coyote Trail	669	29	19401	slurry
	Coyote Trail	Sunland Drive	679	28	19012	slurry
	Sunland Drive	Pioneertown Road	1510	23	34730	slurry
Fox Trail	SR 62	Wamego Trail	534	33	17622	slurry
	Wamego Trail	Yucca Trail	147	33	4851	slurry
Cherokee Trail	SR 62	Yucca Trail	243	43	10449	cape
	Yucca Trail	Antelope Trail	352	40	14080	slurry
	Antelope Trail	Coyote Trail	328	30	9840	slurry
Antelope Trail	Pioneertown Road	Cherokee Trail	662	27	17874	slurry
Coyote Trail	Pioneertown Road	Cherokee Trail	661	27	17847	slurry
Mohawk Trail	SR 62	Sunland Trail	1250	65	81250	slurry
	Sunland Trail	Buena Vista Drive	660	41	27060	slurry
	Buena Vista Drive	Sunnyslope Drive	662	44	29128	slurry

Santa Fe Trail	Kickapoo Trail	Jemez Trail	687	61	41907	slurry
	Jemez Trail	Shawnee Trail	343	37	12691	slurry
	Shawnee Trail	Inca Trail	350	61	21350	slurry
	Inca Trail	Hopi Trail	687	43	29541	slurry
	Hopi Trail	Geronimo Trail	443	35	15505	slurry
	Geronimo Trail	Fox Trail	456	36	16416	slurry
	Fox Trail	Elk Trail	464	38	17632	slurry
	Elk Trail	Deer Trail	465	32	14880	slurry
	Deer Trail	Cherokee Trail	478	34	16252	slurry
	Cherokee Trail	Bannock Trail	460	52	23920	slurry
	Bannock Trail	Apache Trail	458	60	27480	slurry
Jemez Trail	End	Navajo Trail	171	26	4446	slurry
	Navajo Trail	Onaga Trail	667	31	20677	slurry
	Onaga Trail	Santa Fe Trail	1373	31	42563	slurry
Shawnee Trail	Navajo Trail	Onaga Trail	665	32	21280	slurry
	Onaga Trail	Santa Fe Trail	1473	32	47136	slurry
Inca Trail	End	Navajo Trail	92	30	2760	slurry
	Navajo Trail	Onaga Trail	663	38	25194	slurry
	Onaga Trail	Pueblo Trail	1320	38	50160	slurry
	Pueblo Trail	Santa Fe Trail	262	38	9956	slurry
	Santa Fe Trail	SR 62	343	40	13720	cape
Mariposa Trail	Mountain View Trail	Navajo Trail	666	35	23310	slurry
	Navajo Trail	Onaga Trail	661	35	23135	slurry
	Onaga Trail	Pueblo Trail	1322	35	46270	slurry
Hopi Trail	End	Navajo Trail	167	21	3507	slurry
	Navajo Trail	Onaga Trail	661	35	23135	slurry
	Onaga Trail	Pueblo Trail	1323	35	46305	slurry
	Pueblo Trail	Santa Fe Trail	459	35	16065	slurry
Geronimo Trail	Navajo Trail	Onaga Trail	664	31	20584	slurry
	Pueblo Trail	Santa Fe Trail	579	35	20265	slurry
	Santa Fe Trail	SR 62	350	33	11550	cape
Fox Trail	End	MacDonald Lane	72	23	1656	cape
	MacDonald Lane	Highland Trail	668	23	15364	cape
	Highland Trail	Mountain View Trail	995	23	22885	cape
	Mountain View Trail	Navajo Trail	663	23	15249	slurry
	Navajo Trail	Onaga Trail	665	34	22610	slurry
	Onaga Trail	Pueblo Trail	1320	34	44880	slurry
	Pueblo Trail	Santa Fe Trail	716	35	25060	slurry
	Santa Fe Trail	SR 62	346	35	12110	cape
Elk Trail	End	Navajo Trail	165	26	4290	slurry
	Navajo Trail	Onaga Trail	666	34	22644	slurry
	Onaga Trail	Pueblo Trail	1320	29	38280	slurry
	Pueblo Trail	Santa Fe Trail	847	33	27951	slurry
	Santa Fe Trail	SR 62	350	36	12600	cape
Deer Trail	End	Navajo Trail	219	30	6570	slurry
	Navajo Trail	Onaga Trail	664	36	23904	slurry
	Onaga Trail	Pueblo Trail	1322	37	48914	slurry
	Pueblo Trail	Santa Fe Trail	985	30	29550	slurry
	Santa Fe Trail	SR 62	349	53	18497	cape
Cherokee Trail	Navajo Trail	Onaga Trail	664	33	21912	slurry
	Onaga Trail	Pueblo Trail	1321	37	48877	slurry

	Pueblo Trail	Santa Fe Trail	1130	33	37290	slurry
	Santa Fe Trail	SR 62	348	38	13224	cape
Bannock Trail	End	Navajo Trail	165	30	4950	slurry
	Navajo Trail	Taos Trail	321	33	10593	slurry
	Taos Trail	Onaga Trail	341	33	11253	slurry
	Onaga Trail	Pueblo Trail	1321	34	44914	slurry
	Pueblo Trail	Santa Fe Trail	1270	34	43180	slurry
	Santa Fe Trail	SR 62	333	31	10323	cape
Apache Trail	Onaga Trail	Pueblo Trail	1323	38	50274	slurry
	Pueblo Trail	Santa Fe Trail	1404	35	49140	slurry
	Santa Fe Trail	SR 62	345	40	13800	slurry
Acoma Trail	Zuni Trail	Mountain View Trail	655	55	36025	slurry
	Mountain View Trail	Navajo Trail	643	45	28935	slurry
	Mountain View Trail	Navajo Trail	664	45	29880	slurry
	Navajo Trail	Taos Trail	330	36	11880	slurry
	Taos Trail	Onaga Trail	333	38	12654	slurry
	Onaga Trail	Yuma Trail	381	40	15240	slurry
	Yuma Trail	Pueblo Trail	992	38	37696	slurry
	Pueblo Trail	Papago Trail	690	40	27600	slurry
	Papago Trail	SR 62	1065	40	42600	slurry
Borrego Trail	Yuma Trail	Pueblo Trail	989	36	35604	slurry
	Pueblo Trail	Papago Trail	964	34	32776	slurry
Cibola Trail	Yuma Trail	Pueblo Trail	989	33	32637	slurry
	Pueblo Trail	Papago Trail	1285	35	44975	slurry
Church Street	Onaga Trail	Yuma Trail	378	34	12852	slurry
	Yuma Trail	Pueblo Trail	989	34	33626	slurry
	Pueblo Trail	Pima Trail	1325	35	46375	slurry
	Pima Trail	Papago Trail	252	35	8820	slurry
	Papago Trail	SR 62	159	33	5247	slurry
Zuni Trail	Acoma Trail	Cibola Trail	390	24	9360	slurry
Zuni Court	End	Church Street	337	24	8088	slurry
Borrego Court	Zuni Trail	End	201	37	7437	slurry
Cibola Trail	Zuni Trail	Mountain View Trail	732	37	27084	slurry
Mountain View Trail	Acoma Trail	Cibola Trail	673	37	24901	slurry
	Cibola Trail	End	160	37	5920	slurry
Borrego Trail	Mountain View Trail	Nez Perce Trail	346	37	12802	slurry
Nez Perce Trail	Borrego Trail	Church Street	1099	37	40663	slurry
Palm Avenue	Onaga Trail	Yuma Trail	445	47	20915	slurry
	Yuma Trail	Stardust Trail	542	46	24932	slurry
	Stardust Trail	Pima Trail	1654	30	49620	slurry
	Pima Trail	SR 62	406	31	12586	slurry
Pueblo Trail	Inca Trail	Mariposa Trail	330	30	9900	slurry
	Mariposa Trail	Hopi Trail	332	24	7968	slurry
	Hopi Trail	Geronimo Trail	423	26	10998	slurry
	Geronimo Trail	Fox Trail	431	28	12068	slurry
	Fox Trail	Elk Trail	440	30	13200	slurry

	Elk Trail	Deer Trail	451	26	11726	slurry
	Deer Trail	Cherokee Trail	452	25	11300	slurry
	Cherokee Trail	Bannock Trail	439	27	11853	slurry
	Bannock Trail	Apache Trail	442	33	14586	slurry
	Apache Trail	Acoma Trail	388	26	10088	cape
	Acoma Trail	Borrogo Trail	330	30	9900	cape
	Borrogo Trail	Cibola Trail	329	27	8883	cape
	Cibola Trail	Church Street	331	28	9268	cape
	Church Street	End	200	41	8200	slurry
Onaga Trail	Kickapoo Trail	Jemez Trail	662	25	16550	cape
	Jemez Trail	Shawnee Trail	332	25	8300	cape
	Shawnee Trail	Inca Trail	330	25	8250	cape
	Inca Trail	Mariposa Trail	331	25	8275	cape
	Mariposa Trail	Hopi Trail	331	26	8606	slurry
	Hopi Trail	Geronimo Trail	430	32	13760	slurry
	Geronimo Trail	Fox Trail	426	32	13632	slurry
	Fox Trail	Elk Trail	444	26	11544	slurry
	Elk Trail	Deer Trail	451	27	12177	slurry
	Deer Trail	Cherokee Trail	451	27	12177	slurry
	Cherokee Trail	Bannock Trail	442	29	12818	slurry
	Bannock Trail	Apache Trail	442	34	15028	slurry
	Apache Trail	Acoma Trail	219	46	10074	slurry
	Acoma Trail	Church Street	1327	60	79620	slurry
	Church Street	Palm Avenue	1336	60	80160	slurry
	Palm Avenue	Palm Avenue	212	60	12720	slurry
	Grand Avenue	Sage Avenue	1135	60	68100	slurry
Yuma Trail	Acoma Trail	Borrogo Trail	344	25	8600	slurry
	Borrogo Trail	Cibola Trail	329	20	6580	slurry
	Cibola Trail	Church Street	340	20	6800	slurry
	End	Palm Avenue	665	27	17955	slurry
Taos Trail	Acoma Trail	Church Street	1300	24	31200	slurry
Navajo Trail	Kickapoo Trail	Jemez Trail	664	26	17264	slurry
	Jemez Trail	Shawnee Trail	330	26	8580	slurry
	Shawnee Trail	Inca Trail	331	26	8606	cape
	Inca Trail	Mariposa Trail	336	26	8736	slurry
	Mariposa Trail	Hopi Trail	330	26	8580	cape
	Hopi Trail	Geronimo Trail	427	26	11102	slurry
	Geronimo Trail	Fox Trail	231	26	6006	slurry
	Fox Trail	Fox Trail	197	26	5122	slurry
	Fox Trail	Elk Trail	464	26	12064	slurry
	Elk Trail	Deer Trail	428	26	11128	slurry
	Deer Trail	Cherokee Trail	451	26	11726	slurry
	Cherokee Trail	Bannock Trail	442	26	11492	slurry
	Bannock Trail	Acoma Trail	661	25	16525	slurry
	Acoma Trail	Church Street	1325	28	37100	slurry
Antelope Trail	End	Cholla Avenue	362	25	9050	slurry
	Cholla Avenue	Sunny Place	330	25	8250	slurry
	Sunny Place	Palm Avenue	330	25	8250	slurry
Sunny Place	Antelope Trail	End	321	31	9951	slurry
Coyote Trail	End	Tamarisk Avenue	346	33	11418	slurry
	Tamarisk Avenue	Cholla Avenue	330	36	11880	slurry
Sunland Drive	End	Tamarisk Avenue	325	34	11050	slurry
	Tamarisk Avenue	Cholla Avenue	330	24	7920	slurry

	Cholla Avenue	Palm Avenue	660	25	16500	slurry
Buena Vista Drive	End	Tamarisk Avenue	384	33	12672	slurry
	Tamarisk Avenue	Cholla Avenue	330	26	8580	slurry
Tamarisk Avenue	Coyote Trail	Sunland Drive	845	34	28730	slurry
	Sunland Drive	Buena Vista Drive	620	30	18600	slurry
Cholla Avenue	SR 62	Antelope Trail	355	32	11360	slurry
	Antelope Trail	Coyote Trail	463	32	14816	slurry
	Coyote Trail	Sunland Trail	842	32	26944	slurry
	Sunland Trail	Buena Vista Drive	620	32	19840	slurry
Antelope Trail	Palm Avenue	Grand Avenue	1331	27	35937	slurry
	Grand Avenue	Yucca Wash	650	26	16900	slurry
Cassia Drive	Palm Avenue	Grand Avenue	1366	23	31418	slurry
	Grand Avenue	End	707	27	19089	slurry
Little League Drive	Palm Avenue	End	340	35	11900	slurry
	End	Grand Avenue	965	40	38600	slurry
	Grand Avenue	Sage Avenue	1327	40	53080	slurry
Sunnyslope Drive	Palm Avenue	Grand Avenue	1328	27	35856	slurry
	Grand Avenue	Sage Avenue	1326	25	33150	slurry
Palm Avenue	SR 62	Antelope Trail	351	39	13689	slurry
	Antelope Trail	Antelope Trail	237	27	6399	slurry
	Antelope Trail	Cassia Drive	403	25	10075	slurry
	Cassia Drive	Sunland Drive	664	27	17928	slurry
	Sunland Drive	Little League Drive	255	27	6885	slurry
	Little League Drive	Sunnyslope Drive	895	27	24165	slurry
Sage Avenue	68' N/O Cassia Drive	Sunnyslope Drive	1210	32	38720	cape
Grand Avenue	SR 62	Antelope Trail	592	28	16576	slurry
	Antelope Trail	Cassia Drive	725	28	20300	slurry
	Cassia Drive	Little League Drive	596	27	16092	slurry
	Little League Drive	Sunnyslope Drive	892	27	24084	slurry

RESOLUTION NO. 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE TOWN OF YUCCA VALLEY SB1 PROJECT SUBMITTAL FOR FY 2026-27 AND APPROVING THE LIST OF PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SB 1: THE ROAD AND REPAIR ACCOUNTABILITY ACT OF 2017 FOR SUBMITTAL TO THE CALIFORNIA TRANSPORTATION COMMISSION AND AUTHORIZING STAFF TO SUBMIT THE INFORMATION TO THE CALIFORNIA TRANSPORTATION COMMISSION.

WHEREAS, on April 28, 2017, the Governor signed Senate Bill 1 (SB1) (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017; and

WHEREAS, beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system; and

WHEREAS, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting and reporting to the California Transportation Commission (Commission). Prior to receiving an apportionment of RMRA funds from the Commission in a fiscal year, the Controller in a fiscal year, the Town must submit to the Commission a list of its projects proposed for funding.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Yucca Valley as follows:

SECTION 1. Approves that the previously proposed and adopted project list reflected in Attachment A, may also utilize FY 26/27 Road Maintenance and Rehabilitation Account revenues in the delivery of the project and authorizes the appropriate officials and staff of the Town of Yucca Valley to execute and deliver such related documents as are reasonably required by the applicable state agencies to maintain eligibility for the funds.

SECTION 2. The Town Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

SECTION 3. The previously approved and adopted list of projects planned to be funded with FY 26/27 Road Maintenance and Rehabilitation Account revenues include Town-Wide Annual

Slurry/Cape Seal Maintenance as identified in Attachment A.

SECTION 4. The estimated useful life of the 2026-27 Town-Wide Annual Slurry/Cape Seal Maintenance Program is approximately 5 to 7 years.

SECTION 5. The description of work for the Town-Wide Annual Slurry/Cape Seal Maintenance Program includes mobilization, installation of adhesive sealant into cracks on the pavement, preventing the infiltration of moisture and non-compressive materials into the pavement, and traffic control.

SECTION 6. The schedule for the work in Town-Wide Annual Slurry/Cape Seal Maintenance Program is to begin in April 2027 and to be completed before August 2027.

APPROVED AND ADOPTED this 16th Day of June 2026.

MAYOR

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

TOWN ATTORNEY