

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, SEPTEMBER 15, 2026**

Closed Session 4:30 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 9228

Join Zoom Meeting

<https://zoom.us/j/95086681510?pwd=MUdvGgtwqe2bmQgLRXPCiqJzSiDaIO.1>

Meeting ID: 950 8668 1510

Passcode: 785108

Telephone: (669) 444-9171

*Use the above link to access the meeting virtually. Participants will be automatically muted upon entry. During the meeting, participants may "raise their hand" or notify the meeting moderator when they wish to make a public comment. Telephone participants may press *9 to raise their hand and *6 to unmute when called upon; additional instructions will be provided during the meeting as needed.*

Public comment is limited to three (3) minutes per speaker, or as otherwise directed by the Mayor/Chair.

In the event of technical difficulties resulting in a loss of connectivity or disruption to virtual streaming, pursuant to Government Code Section 54953.4 and SB 707, the Town will make a good faith effort to restore public access. No action will be taken on agenda items during the disruption. If access cannot be restored, the meeting will be recessed for at least one hour or until access is restored, in accordance with Government Code Section 54953.4.

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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, SEPTEMBER 15, 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 54956.9(d)(2) and (3) to confer with legal counsel with regard to one matter of potential exposure to litigation.

Call to Order

Roll Call

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

Pledge of Allegiance

Invocation

Presentations, Introductions, Recognitions

2. Presentation – San Bernardino County Fire District Update presented by Assistant Chief Villarino

Approval of Agenda

3. Agenda Approval

Recommendation:

Approve the meeting agenda as prepared.

Consent Agenda

All items listed on the consent agenda are routine matters or formal documents covering previous Town Council instruction. Items are enacted by one motion and a second without separate discussion unless a member of the Town Council or Town Staff requests dialog on a

specific item at the beginning of the meeting. Requests for public comment on the consent agenda items should be filed with the Town Clerk.

4. Minutes

Recommendation:

Approve the meeting minutes of Tuesday, September 1, 2026 as presented.

5. Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Register totaling \$343,590.10 dated August 14, 2026, and \$336,634.56 dated August 28, 2026. Ratify the Warrant Register totaling \$5,187,311.80 for the period of August 01, 2026, through August 31, 2026.

6. AB1234 Reporting Requirements

Recommendation:

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

7. Rejection of Claim

Recommendation:

Reject one Claim filed against the Town of Yucca Valley submitted on July 2, 2026 by Rebecca Sullivan.

8. Ordinance 335- Second Reading- Amending Chapter 5.40, Temporary Short Term Vacation Rental Permits

Recommendation:

Adopt Ordinance 335 entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

9. Termination of Lease Agreement with Morongo Unified School District for the Yucca Valley High School Swimming Pool

Recommendation:

Receive and File the report of Termination of Lease Agreement with Morongo Unified School District for the Yucca Valley High School Swimming Pool.

10. Authorization to Release Request for Proposal for Landscape Maintenance Services

Recommendation:

Authorize the release of Request for Proposal, subject to minor modifications, for Landscape Maintenance Services along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, Town facilities and parks.

11. Town Project No. 4100 : Yucca Valley Community Center Athletic Facilities Project — Phase 1, Notice of Completion

Recommendation:

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. 4100.

Department Reports

12. 2026-27 Youth Commission Appointments

Recommendation:

Appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2026-27 Youth Commission, waiving the twenty-person limit, and authorizing the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

13. Town Fleet Program Update

Recommendation:

Receive and File the Report.

14. ERP Implementation Project and WorkDay Subscription Agreement

Recommendation:

- 1. Authorize the Town Manager to execute the Workday Universal Main Subscription Agreement, Public Sector Addendum and Order Form No. 00580775.0 for a ten-year subscription term from September 18, 2026 through September 17, 2036, in a total amount not to exceed \$1,357,596.**
- 2. Authorize the Town Manager to execute the ERP Analysts, Inc. (ERPA) Master Services Agreement and Workday implementation Statement of Work for a total amount not to exceed \$674,167.**
- 3. Authorize the Town Manager to execute a revised ERPA customer-side project management and staff augmentation Statement of Work for a 12-month term and an amount not to exceed \$144,000.**
- 4. Authorize a FY 2026-27 budget amendment of \$1,050,000 to the ERP Implementation Project account from the Capital Project Reserve Fund 800 for a total implementation budget of \$1,500,000 for contract, subscription, and allowance costs through FY2028 as identified in Exhibit A.**
- 5. Authorize the Town Manager, or designee, to approve project change orders and ancillary expenditures within the Council-approved project budget and an aggregate contingency limit of \$150,000, provided that no action increases the total project budget or materially changes the approved scope without further Council authorization.**

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, October 6, 2026 at 5:00 PM in the Yucca Valley Community Center Yucca Room.

Town of Yucca Valley Town Council Meeting Minutes September 1, 2026

Call to Order

Mayor Abel called the meeting to order at 5:00 PM.

Roll Call

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

Absent:

Pledge of Allegiance

Pledge of Allegiance led by Councilmember Lombardo.

Invocation

Invocation led by Mayor Abel.

Presentations, Introductions, Recognitions

None presented.

Approval of Agenda

1. Agenda Approval

Motion:

Approve the agenda as prepared.

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

Mover: Council Member Robert Lombardo

Second: Mayor Pro Tem Jim Schooler

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

Consent Agenda

2. Minutes

Motion:

Approve the meeting minutes of Tuesday, August 18, 2026 as presented.

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

Mover: Council Member Rick Denison

Second: Council Member Jeff Drozd

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

3. Administrative Policy update - Claims Against the Town

Motion:

Approve the review and summary of the revision of the Town's Administrative Policy.

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

Mover: Council Member Rick Denison

Second: Council Member Jeff Drozd

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

4. Town 2026 & 2027 Holiday Decorations - Shine Creations Agreement

Motion:

Approve a two-year agreement with Shine Creations to provide Town holiday decorations for 2026 and 2027 and direct the Town Manager to sign the agreement on its behalf.

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

Mover: Council Member Rick Denison

Second: Council Member Jeff Drozd

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

5. Ratification of Real Property Donation Agreement for APN 0595-162-08-0000 – San Bernardino County Fire Station 41

Motion:

Ratify 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 0595-162-08-0000 (Fire Station 41 site), which was previously approved with an incorrect Assessor’s Parcel Number; and
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.

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

Mover: Council Member Rick Denison

Second: Council Member Jeff Drozd

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

6. Fleet Vehicle Purchase Confirmation

Motion:

Receive and file the confirmation of the Fleet Vehicle Purchase.

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

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

Department Reports

7. Spring/Summer 2026 Community Services Programs Update

Community Services Manager Earnest introduced Museum Supervisor Hilderbrand, Administrative Assistant Cuna, Recreation Coordinator Jones, Recreation Supervisor Kusmieruk, and Aquatics Manager Powell, who provided the Town Council with an update on Spring/Summer 2026 Community Services programs and services, including senior center, museum, recreation, and aquatics programming.

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

Councilmembers expressed appreciation for the presentation and Community Services staff, noting increased program participation, the variety of activities available to the community, and the positive impact of the programs on the quality of life in Yucca Valley. Councilmembers also expressed enthusiasm for the continued development of Community Services programs and facilities.

No action was taken.

8. Ordinance, Amending Chapter 5.40, Temporary Short Term Vacation Rental Permits, and Resolution, Establishing Nuisance Response Plan Amendment Fee

Mayor Abel and Councilmember Drozd recused themselves from the item and left the Council Chambers.

At the request of Mayor Pro Tem Schooler, Senior Planner Jerome provided a presentation introducing the proposed ordinance amending Chapter 5.40, Temporary Short-Term Vacation Rental Permits, and the resolution establishing a Nuisance Response Plan Amendment Fee.

Mayor Pro Tem Schooler opened the public comment period.

Tim Humphreville, Yucca Valley, spoke in support of the proposed changes and requested an annual report regarding the program. He also expressed concerns regarding the impacts of short-term vacation rentals on neighborhood conditions and density.

Alex Fenner, Yucca Valley, expressed concerns regarding the concentration of short-

term vacation rentals in residential neighborhoods and the impacts of noise, parties, lighting, and neighborhood character.

With no other members of the public wishing to speak, the public comment period was closed.

Councilmembers thanked the members of the public for their comments and discussed the importance of reviewing the short-term vacation rental regulations on a regular basis, maintaining neighborhood quality of life, addressing lighting concerns, and considering potential approaches to short-term vacation rental density.

Deputy Town Manager Stueckle indicated that staff could return to the Council with options for addressing density concerns for further discussion.

Motion:

Find this item exempt from the California Environmental Quality Action pursuant to CEQA Guidelines Section 15378, as the proposed amendments are not a project under CEQA because they will not cause a “direct physical change in the environment” or a “reasonably foreseeable indirect physical change in the environment” because they do not authorize any specific development activity; and Adopt Resolution 26-31, establishing a Nuisance Response Plan Amendment Fee of \$200.00 for administrative costs in connection with processing changes to nuisance response plans; and Introduce Ordinance 335.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

Result: Passed (Yes 3, No 0, Abstained 2)

Mover: Council Member Robert Lombardo

Second: Council Member Rick Denison

Ayes: Rick Denison, Jim Schooler, Robert Lombardo

9. Western Joshua Tree Legislative Update

Town Manager Yakimow provided the Town Council with an update regarding Western Joshua Tree legislation and related legislative efforts.

Mayor Abel opened the public comment period.

Tim Humphreville, Yucca Valley, commented on the Western Joshua Tree permitting process and encouraged continued efforts regarding infill development and setback requirements.

Debra Savitt, Yucca Valley, expressed support for protecting Western Joshua Trees and encouraged a reasonable and affordable permitting process.

With no other members of the public wishing to speak, the public comment period was closed.

Councilmembers expressed appreciation for the public comments and discussed the importance of protecting Western Joshua Trees while addressing impacts to property rights, infill development, permitting costs, and the overall regulatory process. Councilmembers expressed support for continued legislative efforts and collaboration with state and federal representatives, environmental organizations, and the community.

Town Manager Yakimow noted that the legislation being considered is an urgency bill and, if enacted, would take effect immediately. He emphasized the importance of continued collaboration among wildlife agencies, legislators, environmental organizations, and the community.

No action was taken.

Future Agenda Items

None presented.

Public Comments

Mayor Abel opened the public comment period.

Allie Irwin, Joshua Tree, requested consideration of a future agenda item regarding proposed regulations concerning rodeo equipment and practices.

Brenda Calvillo, Twentynine Palms, spoke in support of considering regulations concerning rodeo equipment and practices.

Ian Tang, Yucca Valley, expressed concerns regarding the Town's Flock camera system and related privacy and civil liberties issues.

Pauline Pasino, Yucca Valley, spoke regarding community concerns with the Flock camera system and requested that the Town consider ending the contract.

Caroline Havens, Morongo Valley, requested consideration of a future agenda item regarding rodeo equipment and practices.

Corbett Brattin spoke in support of establishing standards regarding rodeo equipment and animal handling practices.

With no other members of the public wishing to speak, the public comment period was closed.

Mayor Abel thanked the members of the public for their comments and participation.

Staff Reports and Comments

Captain Scovel provided information regarding the 46th Annual Desert Run, an approximately 20- to 25-mile OHV loop and poker run, with prizes following the event.

Town Manager Yakimow thanked those who participated in the pickleball ribbon-cutting event and provided a reminder regarding back-to-school safety.

Mayor and Council Member Reports and Comments

Mayor Pro Tem Schooler had no further comments.

Councilmember Drozd thanked members of the public for their comments.

Councilmember Denison thanked the Mayor and members of the public for their participation and expressed hope for continued legislative progress.

Councilmember Lombardo thanked those in attendance and commented on the recent pickleball ribbon-cutting event.

Mayor Abel reminded the public of the Wednesday Farmers Market.

Announcements

Mayor Abel announced that the next regular meeting of the Yucca Valley Town Council will be held on Tuesday, September 15, 2026, at 5:00 PM in the Yucca Valley Community Center, Yucca Room.

Mayor Abel adjourned the regular meeting to closed session at 06:52 PM.

Respectfully Submitted,

Brooke Dudra
Town Clerk

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



To: Town Council

From: Iryna Hess, Staff Accountant, Jordan Gumbish, Finance Manager

Date: August 11, 2026

Meeting Date: September 15, 2026

Subject: Ratification of Warrant Registers

Recommendation:

Ratify the Payroll Register totaling \$343,590.10 dated August 14, 2026, and \$336,634.56 dated August 28, 2026. Ratify the Warrant Register totaling \$5,187,311.80 for the period of August 01, 2026, through August 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 - August 14, 2026
2. Payroll Register - August 28, 2026
3. Warrant Register August 2026

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - August 14, 2026

Fund Distribution Breakdown

Fund Distribution

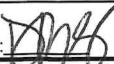
General Fund	\$316,751.33
Gas Tax Fund	3,806.96
Measure I Fund	15,241.07
Measure Y Fund	7,790.74

Grand Total Payroll	<u><u>\$343,590.10</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 08/14/2026
(July 25, 2026 - August 07, 2026)
Checks: 5819 - 5819

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	538.61	0.00	538.61
Direct Deposit	186,326.65	0.00	186,326.65
Sub-total	186,865.26		186,865.26
<u>Employee Tax Withholding</u>			
Federal	22,767.20		22,767.20
Medicare	3,450.01	3,450.12	6,900.13
Medicare Surtax	110.01	-	110.01
State	9,741.21		9,741.21
Sub-total	36,068.43	3,450.12	39,518.55
<u>Employee Benefit & Other Withholding</u>			
Misc. Adjustment		0.01	0.01
Deferred Compensation	9,498.72	4,809.65	14,308.37
PERS Survivor Benefit	54.00		54.00
Health Café Plan	2,700.88	18,873.17	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
PER EE - Service Credit Purchase	164.73		164.73
PERS EE - Contribution 7.75 %	8,199.60		8,199.60
PERS EE - Contribution 7%	1,368.30		1,368.30
PERS EE - Contribution 8%	4,468.74		4,468.74
PERS Retirement - Employer 7.96%	-	8,390.01	8,390.01
PERS Retirement - Employer 10.19%	-	1,989.90	1,989.90
PERS Retirement - Employer 15.30%	-	8,535.27	8,535.27
PERS UAL Retirement - Employer 41.55%	-	28,504.95	28,504.95
Wage Garnishment - Employee	472.22	-	472.22
Life & Disability Insurance		1,911.94	1,911.94
Pension Fund Stabalization		1,852.12	1,852.12
Other Post Employee Benefit's		3,704.22	3,704.22
Unemployment Insurance		4,017.26	4,017.26
Workers' Compensation		6,886.77	6,886.77
Sub-total	27,731.02	89,475.27	117,206.29
Gross Payroll	\$250,664.71	\$92,925.39	\$343,590.10
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

TOWN OF YUCCA VALLEY
PAYROLL REGISTER
CHECK DATE - August 28, 2026

Fund Distribution Breakdown

Fund Distribution

General Fund	\$308,322.75
Gas Tax Fund	3,672.93
Measure I Fund	15,087.59
Measure Y Fund	9,551.29

Grand Total Payroll

\$336,634.56

Prepared by HR & Payroll Coordinator: 

Reviewed by HR & Risk Manager: 

Town of Yucca Valley
Payroll Net Pay & Net Liability Breakdown
Pay Period - Paid 08/28/2026
(August 08, 2026 - August 21, 2026)
Checks: 5820 - 5821

	Employee	Employer	Total
<u>Net Employee Pay</u>			
Payroll Checks	2,124.86	0.00	2,124.86
Direct Deposit	169,797.89	0.00	169,797.89
Sub-total	171,922.75		171,922.75
<u>Employee Tax Withholding</u>			
Federal	22,237.60		22,237.60
Medicare	3,266.95	3,266.89	6,533.84
Medicare Surtax	110.02	-	110.02
State	9,669.00		9,669.00
Sub-total	35,283.57	3,266.89	38,550.46
<u>Employee Benefit & Other Withholding</u>			
Misc. Payroll Adjustment Credit's	-	0.02	0.02
Deferred Compensation	9,043.55	8,348.03	17,391.58
PERS Survivor Benefit	62.00		62.00
Health Café Plan	3,416.06	23,629.79	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
PER EE - Service Credit Purchase	164.73		164.73
PERS EE - Contribution 7.75 %	8,344.71		8,344.71
PERS EE - Contribution 7%	1,434.80		1,434.80
PERS EE - Contribution 8%	4,536.91		4,536.91
PERS Retirement - Employer 7.96%	-	8,538.50	8,538.50
PERS Retirement - Employer 10.19%	-	2,086.61	2,086.61
PERS Retirement - Employer 15.30%	-	8,665.50	8,665.50
PERS UAL Retirement - Employer 41.55%	-	28,939.81	28,939.81
Wage Garnishment - Employee	472.22	-	472.22
Life & Disability Insurance		1,741.27	1,741.27
Pension Fund Stabalization		1,914.58	1,914.58
Other Post Employee Benefit's		3,829.20	3,829.20
Unemployment Insurance		3,753.92	3,753.92
Workers' Compensation		6,435.31	6,435.31
Sub-total	28,278.81	97,882.54	126,161.35
Gross Payroll	\$235,485.13	\$101,149.43	\$336,634.56
Prepared by HR & Payroll Coordinator:  Reviewed by HR & Risk Manager: 			

Town of Yucca Valley

Warrant Register from 8/01/2026 to 8/31/2026

Page: 1

<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	Mission Square	8/07/2026		3,015.14
EFT	Lincoln 457 (Payroll)	8/07/2026		2,906.07
EFT	PARS	8/07/2026		3,063.93
0066885	AIS	8/14/2026	08/26 Copy Charges per Lease	816.65
0066886	ALL THE KINGS FLAGS	8/14/2026	Town, US & State Flags Supplies	1,026.51
0066887	GREGORY ALLEN REX	8/14/2026	Invoices 11744, 11799	1,352.00
0066888	AVALON URGENT CARE INC	8/14/2026	Medical Fees	70.00
0066889	Lara Bennett	8/14/2026	Invoices Jul-26, Jul-26 Adult Ballet, Jul-26 Barre Fusion Pilates, Jul-26 Dance Fundamentals, Jul-26 Intro to Gymnastics, Jul-26 Kids Rhythm+Bop, Jul-26 Rear Mount Backboards and Goa for Basketl	658.60
0066890	BSN Sports	8/14/2026	Vehicle Maintenance Service	4,722.50
0066891	Castrol Premium Lube & Smog Express	8/14/2026		93.33
0066892	LESLEY COPELAND	8/14/2026	Reimbursement for monthly medical insurance cost, August 2026	1,758.06
0066893	COPPER MOUNTAIN COLLEGE	8/14/2026	2026 Summer Clinic Gym Rental	1,440.00
0066894	Regina Costello	8/14/2026	Contracted Instructor, Belly Dance Class	44.10
0066895	DATA TICKET INC	8/14/2026	06/26 Code Enforcement Processing	418.00
0066896	Eddies Inflatable Rentals LLC	8/14/2026	Out of This World Special Event	490.00
0066897	Employment Development Department	8/14/2026	UI Benefit Charges, account ID 932-0490-7, 04-06/2026	2,690.00
0066898	EWING IRRIGATION PRODUCTS INC	8/14/2026	Irrigation Maintenance Supplies	1,747.01
0066899	FEDEX	8/14/2026	Invoices 9-402-57462, 9-412-62357	190.41
0066900	First American Data Tree, LLC	8/14/2026	Monthly Subscription for Property Info Website	100.00
0066901	Frazier Pest Control, Inc.	8/14/2026	Invoices 274203, 274204	469.00
0066902	Karen Gladis	8/14/2026	Invoices Jul-26 Adult Ballet, Jul-26 DM Adult, Jul-26 DM Youth, Jul-26 Intro to Gemnastics, Jul-26 Tumblin' Tots	262.50
0066903	Gold Mountain California News Media, Inc.	8/14/2026	Invoices 70092, 70093, 70094, 70095, 70141	4,827.84
0066904	GUY WULF	8/14/2026	Invoices 072326, 072826 , 072926 , 073026 , 080426	525.00
0066905	HAJOCA CORPORATION	8/14/2026	Facilities Maintenance Supply	1,271.76
0066906	HDL COREN & CONE	8/14/2026	FY25/26 ACFR Statistical Package	795.00
0066907	Hi-Desert Water District	8/14/2026	Water Supply Service	74,396.61
0066908	Hi-Desert Water District	8/14/2026	01-03/2026 Measure Z Pass Thru	689,995.48
0066909	KCDZ-FM	8/14/2026	Invoices 998-00033-0004, 998-00033-0006	1,240.00
0066910	KK RENTS, LLC	8/14/2026	Scissor Lift to Install WiFi @ComCenter	306.10
0066911	Janie Long	8/14/2026	Contracted Instructor, Senior Programming	50.00
0066912	Meilani MacDonald	8/14/2026	Contracted Instructor, Arts and Crafts Club	56.70
0066913	Victoria Montgomery	8/14/2026	Contracted Instructor, Stretch "N" Tone Class	60.90
0066914	MORONGO UNIFIED SCHOOL DISTRICT	8/14/2026	07/26 Fleet Fuel	4,401.92
0066915	Ontario Spay and Neuter Inc.	8/14/2026	Invoices 285034, 285188, 285343	2,828.50
0066916	Alexandra Kiral	8/14/2026	Phase 1: Brainstorming and Planning Scent Production	450.00
0066917	PRO SECURITY SYSTEMS, INC.	8/14/2026	Invoices 25101, 25136, 25137, 25138	529.00
0066918	Quadient Finance USA Inc.	8/14/2026	Postage	3,200.00
0066919	Quadient Inc.	8/14/2026	Annual Overage for eCertify mail	67.20
0066920	Robert Hernandez	8/14/2026	2026 Summer Music Festival, Concert 08.08.2026., Reissue	3,000.00
0066921	SBCO RECORDER	8/14/2026	Invoices 26-160979, 26-168771, 26-176852	120.00
0066922	Penny Lee Shadwick	8/14/2026	Contracted Instructor, Knit and Crochet Class	54.60

Town of Yucca Valley

Warrant Register from 8/01/2026 to 8/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066923	The Murder Mystery Company	8/14/2026	Murder Mystery Dinner	2,599.00
0066924	UniFirst Corporation	8/14/2026	Invoices 2200427599, 2200430370	472.63
0066925	United States Treasury	8/14/2026	Arbitrage Rebate and Yield Reduction; 33-0490145	1,009,133.07
0066926	Vanwagoner's General Building and Construction	8/14/2026	Refund for CWMP for BP2025-759@7679 Jemez Tr	500.00
0066927	VCA Yucca Valley Animal Hospital	8/14/2026	Invoices 5563706452, 5563707469, 5563707572, 5563707709, 5563707783, 5563707870	1,260.28
0066928	Western Museum Association	8/14/2026	Membership Renewal	100.00
EFT	WEX Bank	8/14/2026	Fuel	3,477.94
EFT	CSC/Home Depot	8/14/2026	Credit Card	6,110.06
EFT	Parkers Building Supply	8/14/2026	Credit Card	906.31
EFT	TPx Communications	8/14/2026	Phone Service	5,054.99
EFT	SCE	8/14/2026	Electric Service	26,234.40
EFT	Electryon Tech LLC	8/14/2026	Internet Service	129.00
EFT	Alliant Insurance Services Trust Account Newport	8/14/2026	Invoices 01-03/2026, 04-06/2026, 07-09/2025, 10-12/2025	3,237.00
EFT	Dena Bates	8/14/2026	Senior Benefit Assistance Program	140.00
EFT	Burke Williams and Sorensen LLP	8/14/2026	07/26 Professional Services	28,008.00
EFT	CARL OTTESON'S CERTIFIED BACKFLOW TESTING	8/14/2026	Backflow Testing Services	120.00
EFT	CDW GOVERNMENT	8/14/2026	Adobe InDesign, Adobe Photoshop, Acrobat Pro Subscriptions	2,764.00
EFT	CHARLES ABBOTT ASSOCIATES	8/14/2026	07/26 Building Permit and Plan Check Fees	39,474.70
EFT	EcoFert, Inc.	8/14/2026	07/26 Monthly Program Fees	2,346.00
EFT	Genesi LLC	8/14/2026	07/2026 Professional Services	10,000.00
EFT	Granicus, LLC	8/14/2026	GovAccess PPlus Edition, Website Maintenance, 08/22/26-08/21/27	16,193.79
EFT	Honeywell International Inc.	8/14/2026	Mechanical & Electrical Service, September 2026	5,828.96
EFT	Joshua Curtis Slone	8/14/2026	Exercise Physiologist, Senior Programming	925.00
EFT	Landmark Consultants, Inc	8/14/2026	YV Aquatic & Recreation Center Prop 68, 07/16/26-07/29/26	6,292.00
EFT	LCR Earthwork & Engineering, Corp	8/14/2026	Release of the Retention	17,022.50
EFT	Mariposa Landscapes Inc.	8/14/2026	07/26 Landscape Maintenance	9,726.56
EFT	Shawn M Matteke	8/14/2026	Contracted Instructor, Senior Programming	600.00
EFT	Nena C McCullough	8/14/2026	Senior Center Expense Reimbursement	129.85
EFT	Honsu, Inc.	8/14/2026	2026 Husqvarna FE501S Motorcycle for Sheriffs Department	14,051.60
EFT	Noel Rodney Owsley	8/14/2026	Invoices 08-26-001, 08-26-002, 08-26-003, 08-26-004, 08-26-005, 08-26-006	24,750.00
EFT	Primo Brands	8/14/2026	Office Bottled Water Supply (TH)	296.10
EFT	Roadrunner Print and Ship	8/14/2026	Invoices 6463, 6755, 6947	118.30
EFT	SBCO Sheriff's Department	8/14/2026	08/26 Public Safety Services	619,652.00
EFT	Southwest Networks, Inc.	8/14/2026	07/26 Contract Billing	247.50
EFT	Tripepi, Smith & Associates, Inc.	8/14/2026	Website Development, Branding Service	731.79
EFT	ULINE	8/14/2026	First Aid Kit and Janitorial Supplies	691.42
EFT	Mission Square	8/21/2026		7,099.75
EFT	Lincoln 457 (Payroll)	8/21/2026		4,104.03
EFT	PARS	8/21/2026		3,104.59
0066929	ACTION PUMPING INC	8/28/2026	Machris Park Septic Pumping	435.00
0066930	Stotz Equipment	8/28/2026	Invoices 248504, 252480	3,336.74
0066931	AT&T MOBILITY	8/28/2026	Cell Phone Service	625.01

Town of Yucca Valley

Warrant Register from 8/01/2026 to 8/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
0066932	BASIN WIDE FOUNDATION	8/28/2026	Annual Awards Dinner	2,000.00
0066933	Best Signs Inc.	8/28/2026	Town Monument Electronic Sign Repair	1,280.00
0066934	California Department of Conservation	8/28/2026	Invoices , 07-09/22	1,397.61
0066935	CoreLogic Solutions LLC, Information Solutions	8/28/2026	RQ2 Nationwide Commitment Package, July 2026	357.43
0066936	Dan's Carpet Cleaning	8/28/2026	Community Center Facility Carpet Cleaning	368.64
0066937	Jeff Drozd	8/28/2026	Travel Reimbursement, Mojave Desert RA JPA Meeting 08.13.2026.	123.96
0066938	Erik Mendoza	8/28/2026	Photography Service for Summer Music Festival	300.00
0066939	Erin Benatar	8/28/2026	Refund for STVR 218-22@5935 Buena Suerte Rd	1,323.00
0066940	EXHIBIT ENVOY, Inc.	8/28/2026	Deposit for Exhibit Rental Fee "Night Watch", 09.17.27-12.12.28	1,015.63
0066941	FEDEX	8/28/2026	Invoices 9-421-97191, 9-430-89959	241.62
0066942	Frazier Pest Control, Inc.	8/28/2026	07/26 Welcome Center Monthly Pest Control	85.00
0066943	FULTON DISTRIBUTING CO	8/28/2026	Invoices 707896, 709664	2,426.80
0066944	Michele Gardner	8/28/2026	Invoices Reimbursement, TR	810.54
0066945	Geocon West Inc.	8/28/2026	Invoices 726070446-1, 726070446-2	10,200.00
0066946	Gold Mountain California News Media, Inc.	8/28/2026	Invoices 69958, 69959, 70096, 70118	2,356.96
0066947	Grainger	8/28/2026	Invoices 9042826272, 9042826280	676.18
0066948	GUY WULF	8/28/2026	Invoices 080526, 080626, 081126 , 081226	420.00
0066949	Hi-Desert Metal & Gas Supply	8/28/2026	Custom Basketball Brackets Supply	326.25
0066950	Hi-Desert Water District	8/28/2026	Water Supply Service	2,808.99
0066951	Kevin Quinlan	8/28/2026	Invoices 081126, 081226	210.00
0066952	KK RENTS, LLC	8/28/2026	Invoices 260730-00026439-001, 260805-00026490-001	529.60
0066953	MICHAEL E LANG	8/28/2026	Contracted Instructor, CPR Class	105.00
0066954	MacLeod Watts. Inc.	8/28/2026	FY25/26 OPEB Liability GASB 75 Actuarial Report	7,100.00
0066955	Michael Craig	8/28/2026	Refund for STVR 47-22@7433 Fairway Ave	1,374.00
0066956	Morongo Basin Cultural Arts Council	8/28/2026	2026 HWY 62 Open Studio Art Tours Sponsorship and Catalog Ads	25,000.00
0066957	Municipal Dental Pool C/O Keenan & Associates, SETECH	8/28/2026	Monthly Dental Premium Group ID #22642-00001, September 2026	2,283.04
0066958	PARS	8/28/2026	06/26 Annual Asset Fee	300.00
0066959	PlaceWorks, Inc.	8/28/2026	Invoices TYV-09.0-16, TYV-12.0-13	8,235.25
0066960	PRO SECURITY SYSTEMS, INC.	8/28/2026	Invoices 23821, 25172	9,170.00
0066961	G-44 GO1 OAR Payment Processing	8/28/2026	Discount Agreement Shortfall in Revenue at founders Plaza	17,728.97
0066962	Jim Schooler	8/28/2026	Election Candidate Statement Withdrawal Reimbursement	150.00
0066963	Sciencenter	8/28/2026	Deposit for Museum Exhibition Rental - Summer 2027, 05.12.27-09.14.27	6,500.00
0066964	Trophy Express	8/28/2026	Name Badges for Staff	40.24
0066965	UniFirst Corporation	8/28/2026	Invoices 2200432890, 2200435673	494.40
0066966	Valley Independent Printing LLC	8/28/2026	Envelopes Supply	958.09
0066967	Webb Municipal Finance LLC	8/28/2026	LLMD N#1 St & Drainage Maintenance Dist 1, CFD 11-1, thru 07.25.2026.	8,842.03
0066968	Terry Williams	8/28/2026	Tree Lighting Ceremony and Winter Holiday Celebration, Santa Performance Service	1,300.00
0066969	WONDER ELECTRIC CO., INC.	8/28/2026	Main Breaker Replacement at Brehm Park	463.16
0066970	YUCCA VALLEY CHAMBER OF COMMERCE, INC.	8/28/2026	Installation Dinner	540.00
EFT	Pacific Western Bank	8/28/2026	Credit Card	32,358.51

Town of Yucca Valley

Warrant Register from 8/01/2026 to 8/31/2026

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<u>Check #</u>	<u>Name</u>	<u>Check Date</u>	<u>Description</u>	<u>Check Amount</u>
EFT	SoCalGas	8/28/2026	Gas Service	476.04
EFT	Staples	8/28/2026	Credit Card	2,779.45
EFT	G-44 GO1 OAR Payment Processing	8/28/2026	Electric Service	28,874.69
EFT	Quinn Company	8/28/2026	Equipment	1,123.12
EFT	Multy Service Technology Solutions Inc.	8/28/2026	Credit Card	724.13
EFT	Airgas USA, LLC	8/28/2026	Aquatics Rent Cyl Med Oxygen	53.90
EFT	American Business Bank	8/28/2026	Retention Escrow Deposit for RC Construction Inc., YV ARC Project; Application#24, period thru 07/31/2026	69,714.82
EFT	AVALON URGENT CARE INC	8/28/2026	Invoices 19592, 19747, 24629, 24683, 24686, 24923, 24930, 24962, 24963, 24965, 24966, 24967, 24968, 24969, 24970, 24974, 24975, 24982, 24983, Medical Fees	3,375.00
EFT	AVALON URGENT CARE INC	8/28/2026	Medical Fees	75.00
EFT	AVALON URGENT CARE INC	8/28/2026	Medical Fees	291.00
EFT	BURRTEC WASTE & RECYCLING SERVICES LLC	8/28/2026	Invoices FY24/25, FY25/26	68,607.44
EFT	CYNTHIA WEAVER	8/28/2026	Invoices 10829, 10830, 10831	2,595.18
EFT	Environment Planning Development Solutions, Inc.	8/28/2026	CEQA for Tumbleweed Sanctuary, CUP 01-24, EA 02-24, through 07/26/2026	4,923.75
EFT	FARMER BROTHERS CO	8/28/2026	Office Coffee Supply	488.52
EFT	Genesi LLC	8/28/2026	08/2026 Professional Services	10,000.00
EFT	Granicus, LLC	8/28/2026	GovAccess Museum Website Maintenance Contract, Milestone 3of4, PO2610215	1,770.00
EFT	Heritage Pool Supply Group, Inc.	8/28/2026	Drytec FG Calcium Hypochlorite Briquettes, PO27-10272	5,611.50
EFT	Hermann Design Group, Inc.	8/28/2026	State Highway 62 Improvements, July 2026, Master Planning	2,922.50
EFT	HMC Group dba HMC Architects	8/28/2026	07/26 YV Aquatic Center Project - prop 68	1,293.00
EFT	Honeywell International Inc.	8/28/2026	PO26-10192, Community Center HVAC Project 2of2	69,155.19
EFT	Landmark Consultants, Inc	8/28/2026	YV Aquatic & Recreation Center Prop 68, 07/30/26-08/12/26	2,288.00
EFT	Nena C McCullough	8/28/2026	Senior Center Expense Reimbursement	211.16
EFT	Primo Brands	8/28/2026	Office Bottled Water Supply	655.27
EFT	QuickScores LLC	8/28/2026	Sports Online Platform Services	126.00
EFT	SERVPRO The Landers Group	8/28/2026	Invoices 174170, 17468497	10,234.95
EFT	RHA Landscape Architects-Planners, Inc.	8/28/2026	YV Community Center Athletic Facilities Master Plan, 06/26/2026-07/25/2026	300.00
EFT	Robert Clapper Construction Services Inc	8/28/2026	YV Aquatic and Recreation Center Construction Project, thru July 31, 2026	1,324,581.63
EFT	Safework, Inc	8/28/2026	Invoices 00000451-25, 00000451-26	130,000.00
EFT	SCAG	8/28/2026	FY26/27 Membership Dues	3,305.00
EFT	Systems Source Inc.	8/28/2026	Furniture and Fixtures for YVARC Project, Proposal 418685 Deposit, PO26-10184	337,727.55
EFT	Tripepi, Smith & Associates, Inc.	8/28/2026	Invoices 17417, 17715, 17776, 17831	27,446.65
EFT	Turf Star inc	8/28/2026	Mower Maintenance Supply	964.30
EFT	UniFirst First Aid + Safety	8/28/2026	Medical Kit Supply	109.78
EFT	Van Engineering Inc.	8/28/2026	CC Athletic Facility Improvements, 07/01/26-07/31/26	219,407.25
0066971	JOHN CLAYTON RARDON	8/31/2026	Final Paycheck	9,358.84

Total Checks:
5,187,311.80

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



To: Town Council

From: Iryna Hess, Staff Accountant

Date: August 14, 2026

Meeting Date: September 15, 2026

Subject: AB1234 Reporting Requirements

Recommendation:

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

Town of Yucca Valley

AB1234

Council Member Meeting Schedule

August 2026

Date of Travel	Organization	Description	Location
Mayor Merl Abel			
08/27/26	League of California Cities	DMD Meeting	Palmdale, CA
Mayor Pro Tem Jim Schooler			
No reportable meetings			
Council Member Rick Denison			
08/19/26	SCAG	Mobile Workshop	Ontario, CA
Council Member Jeff Drozd			
8/13/2026	Mojave Desert and Mountain Recycling Authority	JPA Board Meeting	Victorville, CA
Council Member Robert Lombardo			
No reportable meetings			

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



To: Town Council

From: Debra Breidenbach, Human Resources and Risk Manager

Date: September 2, 2026

Meeting Date: September 15, 2026

Subject: Rejection of Claim

Recommendation:

Reject one Claim filed against the Town of Yucca Valley submitted on July 2, 2026 by Rebecca Sullivan.

Prior Review:

There has been no prior Council review on this item.

Discussion:

Under state law, a claim for personal damage must be presented in accordance with Government Code Section 910. Based upon staff and legal review, it is recommended that the claim be rejected in accordance with Government Code 913 and 915.4. If Council wishes to discuss the nature and content of the claim, a closed session under the same terms of the Brown Act is appropriate.

When the Town receives a claim, a review is conducted regarding the charges of the claim. Based on legal review and/or review by our insurer California Intergovernmental Risk Authority, a claim is either recommended for rejection or a settlement is attempted.

Alternatives

No alternative is recommended.

Fiscal Impact:

None

Attachments

None

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



To: Town Council

From: Brooke Dudra, Town Clerk

Date: September 10, 2026

Meeting Date: September 15, 2026

Subject: Ordinance 335- Second Reading- Amending Chapter 5.40, Temporary Short Term Vacation Rental Permits

Recommendation:

Adopt Ordinance 335 entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

Prior Review:

The Town Council introduced Ordinance 335 at the September 1, 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. The ordinance was introduced at the Town Council meeting held on September 1, 2026. This is the second reading of the proposed ordinance. Following adoption, the ordinance will be published in accordance with Government Code Section 36933.

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. No 335 TSTVR Ordinance

ORDINANCE NO. 335

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, REPEALING AND RESTATING IN ITS ENTIRETY CHAPTER 5.40, TEMPORARY SHORT TERM VACATION RENTAL PERMIT

WHEREAS, from time to time it is necessary for the Town Council to adopt and amend regulations for various activities within the Town; and

WHEREAS, the Town Council has established regulations for Temporary Short Term Vacation Rentals and the associated permits for those Rentals; and

WHEREAS, the Town Council desires to amend those regulations based upon changing conditions within the Town.

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

SECTION 1: Chapter 5.40, Temporary Short Term Vacation Rental Permit is repealed and restated in its entirety as follows.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT

SECTION:

- 5.40.010: Purpose
- 5.40.020: Definitions
- 5.40.030: Authorized Agent or Representative
- 5.40.040: Temporary Short-Term Vacation Rental Permit - Required
- 5.40.050: Temporary Short-Term Vacation Rental Permit - Application
- 5.40.060: Operational Requirements and Standard Conditions
- 5.40.070: Additional Development Standards
- 5.40.080: Nuisance Response Plans
- 5.40.090: Maximum Number of Temporary Short-Term Vacation Rental Permits
- 5.40.100: Recordkeeping Duties
- 5.40.110: Permit Administration, Amendments, Revocations and Violations
- 5.40.120: Verified Short-Term Vacation Rental Permit Operational Violations
- 5.40.130: Director's Meetings
- 5.40.140: Expiration of Permits
- 5.40.150: Abandonment
- 5.40.160: Application Waiting List Procedure
- 5.40.170: Transferability

5.40.010: PURPOSE:

The purpose of this chapter is to establish regulations for the temporary use of privately owned single-family residential dwellings that are used as short-term vacation rentals and to ensure the collection and payment of transient occupancy taxes as provided in Chapter 3.24 of the Town Code and minimize the negative secondary effects of such use on surrounding residential properties and residents. The permitting process, standards, and regulations contained herein are intended and designed to ensure the public health, welfare and safety, and tranquility, peace, quiet, preservation of the dark night sky, and low-density desert characteristics of Yucca Valley neighborhoods are not altered, affected, or minimized in any manner or form by the operation of Temporary Short-Term Vacation Rentals.

This chapter is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short-term vacation rental purposes as defined in this Chapter.

5.40.020: DEFINITIONS:

For purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

APPLICABLE LAWS, RULES AND REGULATIONS:	Any laws, rules, regulations, and codes (whether local, state, or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term vacation rental, and includes all rules, standards, regulations, and laws as established by the Yucca Valley Town Code in its entirety.
APPLICANT:	The owner of the short-term vacation rental unit or the owner's authorized agent or representative.
AUTHORIZED AGENT OR REPRESENTATIVE:	The designated agent or representative who, in addition to the property owner, is responsible for compliance with this chapter with respect to the short-term vacation rental.
BEDROOM:	Bedroom means a private room in the short-term vacation rental unit for sleeping, separated from other rooms and with no less than 70 square feet of floor area. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered

bedrooms.

DIRECTOR: That person acting in the capacity of the Director of Community Development Department or his or her designee.

DIRECTOR'S MEETINGS: Meetings held by the Director with vacation rental unit owners, property owners, residents, neighborhood residents, regarding the permitting and operations of vacation rentals, the adherence of vacation rentals to adopted standards, regulations and conditions of approval, for the purpose of collecting facts, evidence and information regarding potential violations of regulations and conditions of approval and for preparing recommendations to the Town Manager for potential permit actions.

GUEST: Any individual visiting the Short-Term Vacation Rental Unit who is not a occupant.

GOOD NEIGHBOR BROCHURE: A document prepared by the Town that summarizes the general rules of conduct, consideration, and respect, including without limitation, provisions of the Town of Yucca Valley Code and other applicable laws, rules or regulations pertaining to the use and occupancy of short-term vacation rental units.

LOCAL CONTACT PERSON: The person(s) designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week for the purpose of: (1) responding within fifteen (15) minutes by telephone or text and within or less than thirty (30) minutes to be on-site, to complaints regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit; and (2) taking remedial action to resolve any such complaints.

NUISANCE RESPONSE PLAN: A plan containing the required information identified in this chapter and addresses how the owner will respond to nuisances, including, but not limited to, noise, parties, excessive guests and cars,

light trespass, excessive and windblown trash, trash cans out before or after trash collection day, loud music, bands, and all other similar nuisances.

OCCUPANT: Any individual two (2) years in age or older, that occupied or intends to occupy a short-term vacation rental unit overnight.

OWNER: The person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject short-term vacation rental unit.

PROPERTY: A residential legal lot of record on which a short-term vacation rental unit is located.

RESPONSIBLE PERSON: An occupant of a short-term vacation rental unit who is at least twenty-one years of age and who is legally responsible for ensuring that all occupants of the short-term vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.

REVOCATION HEARING: A hearing to consider revocation of a Temporary Short-Term Vacation Rental permit.

SHORT-TERM VACATION RENTAL (STVR): A short-term vacation rental is a detached single-family residential unit constructed and permitted for residential dwelling purposes and may include residential accessory structures containing habitable space that were constructed pursuant to the Building Codes in effect at the time of their construction. A short-term vacation rental does not include a duplex, condominium, tent, recreation vehicle, teepee, or any other type of structure, vehicle, or facility which was not constructed and permitted as a detached, habitable, single-family residential unit or as a habitable residential accessory structure.

TEMPORARY SHORT-TERM VACATION RENTAL PERMIT (TSTVRP): A temporary permit, not exceeding four (4) years in length, issued to the owner of the property, that authorizes the temporary use of a privately owned, habitable, residential dwelling or habitable

residential accessory structure as a short-term vacation rental unit pursuant to the provisions of this Chapter, and which incorporates by consolidation a transient occupancy permit and a business license otherwise required by Chapters 3.24 (Transient Occupancy Tax) and 5.20 (Business Registration) of the Yucca Valley Town Code.

TOWN MANAGER

The Town Manager of the Town of Yucca Valley, or his or her designee.

**SHORT-TERM VACATION
RENTAL UNIT:**

A privately owned detached, habitable, single-family residential dwelling or habitable single-family residential accessory structure, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of thirty (30) consecutive calendar days or less, counting portions of calendar days as full days; except any private dwelling house or other individually owned habitable residential dwelling unit or habitable single-family residential accessory structure rented only once in a calendar year.

TRANSIENT:

For purposes of this chapter means any person who seeks to rent or who does rent a short-term vacation rental unit.

VERIFIED VIOLATION:

Documented violations that pose a threat to public health or safety as determined by the Director to be a violation of this Chapter 5.40.

5.40.030: AUTHORIZED AGENT OR REPRESENTATIVE:

- A. An owner may authorize an agent or a representative to comply with the requirements of this chapter on behalf of the owner.
- B. Notwithstanding subsection A, the owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's short-term vacation rental unit or their guests.

5.40.040: **TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – REQUIRED:**

- A. The owner or the owner's authorized agent or representative shall obtain a temporary short-term vacation rental permit, a business registration certification, and transient occupancy tax certificate from the Town before renting or advertising the availability of a short-term vacation rental unit.
- B. A temporary short-term vacation rental permit is valid for a maximum four (4) year period. Permit renewal application for a temporary short-term vacation rental shall be applied for and evaluated by the Town consistent with this Chapter. Temporary short-term vacation rental permits are particular to the property owner, are not transferable unless transferred in accordance with section 5.40.170, and do not run with the land.
- C. Pursuant to Government Code section 50990(b), the Town elects to make the provisions of the Short-Term Rental Facilitator Act of 2025 (Gov. Code, §§ 50990–50996) applicable within the Town’s jurisdictional boundaries.

5.40.050: **TEMPORARY SHORT-TERM VACATION RENTAL PERMIT – APPLICATION:**

- A. The owner shall submit the following information on a temporary short-term vacation rental permit application form provided by the Town, in addition to any additional information deemed necessary by the Director.
 - 1. The name, address, telephone number, and email addresses, and address of the owner of the subject short-term vacation rental unit.
 - 2. The name, address, telephone number and email address, of the owner's authorized agent or representative, if any.
 - 3. The name, address, email address, and twenty-four (24) hour telephone number of the local contact person.
 - 4. The address and assessor parcel number of the proposed short-term vacation rental unit.
 - 5. Contact name and phone number of the homeowners association, if applicable.
 - 6. The number of bedrooms in the proposed short-term vacation rental unit.
 - 7. Acknowledgement of receipt and inspection of a copy of the good neighbor brochure.

8. Notarized acknowledgement that the structure meets all building and safety and zoning codes of the Town of Yucca Valley at the time of construction, that all outdoor lighting shall be fully shielded so that all light goes below a horizontal plane, and shall not result in light trespass onto any abutting property, and that noise monitoring equipment will be installed on the property prior to operation of the vacation rental, and that trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days, that property owner will sign-up for pull-out services with Burrtec Waste & Recycling, that three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130, and the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.110.

9. A diagram and/or photographs of the premises showing and indicating the location and designated on-site parking spaces, and the maximum number of vehicles allowed for overnight occupants.

10. The location of pools, hot tubs, spas, or similar elements installed and/or constructed on the property, and the proposed location of noise monitoring equipment to be installed prior to operation of the short-term vacation rental.

11. Acknowledgment that the owner, agent, and local contact individuals have read all regulations pertaining to the operation of a short-term vacation rental and acknowledgement of their responsibility to assist in enforcement of operating rules and in the payment of transient occupancy taxes.

12. Copy of the business registration/application filed with the Town of Yucca Valley for the rental unit.

13. Copy of the Transient Occupancy Tax (TOT) permit application filed with the Town.

14. Documentation of insurance coverage for the structure as a STVR.

15. Nuisance response plan. Failure to submit a nuisance response plan in accordance with this Chapter shall result in the denial of the permit application, and the applicant is required to reinitiate the application process.

16. Such other information as the Director deems reasonably necessary to administer this Chapter.

- B. The temporary short-term vacation rental permit application shall be accompanied by an application fee as established by resolution of the Town Council.

- C. A temporary short-term vacation rental permit application may be denied if a prior temporary short-term vacation rental permit for the same unit was revoked within the past twenty-four (24) calendar months.
- D. Within fourteen (14) days of a change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the STVR permit application, the owner or owner's authorized agent or representative shall notify the Town in writing of such, and submit revised application documents reflecting such changes, to include any of the information required pursuant to Section 5.40.050., prior to continuing to rent the subject unit as a short-term vacation rental. In the event of a change of ownership for a property that previously obtained a temporary short term vacation rental permit, the permit holder shall notify the Town within fourteen (14) days of the change of ownership. The temporary short term vacation rental permit shall immediately expire upon the change of ownership unless transferred in accordance with section 5.40.170
- E. All applications shall be filed in person by the property owner or the authorized agent or representative of the property owner.
- F: All applications shall be complete at the time of submittal. No incomplete application can be accepted by Town staff.

5.40.060: OPERATIONAL REQUIREMENTS AND STANDARD CONDITIONS:

- A. The owner and/or owner's authorized agent or representative shall use reasonably prudent business practices to ensure that the short-term vacation rental unit is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term vacation rental unit.
- B. In accordance with the table below, only those occupants to whom the short-term vacation rental has been leased, and their guests, are authorized to be on the premises. No other individual is allowed on the property during the leased period. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms and shall not be used in the calculation for determining the maximum number of occupants, guests, and vehicles. Requests for conversion of any space into a bedroom shall be submitted to the Town through the building permit application process, which may require plan submittal, inspection, and required fees as established by Town Council. The number of occupants, guests, and vehicles in any given short-term vacation rental unit shall be limited as follows.

1. The total daytime numbers provided in the table below may only be temporarily exceeded when in conformance with the Special Event Regulations contained in Section

9.38.020 of the Chapter 9.38 of the Yucca Valley Development Code for guests of a permitted special event. The total overnight numbers provided in the table below may not be exceeded.

Number of Bedrooms	Total of Overnight* Occupants and Vehicles	Total Daytime* * Occupants (Including Number of Overnight Occupants) and Vehicles
0 - Studio	2	8
1	4	8
2	6	8
3	8	12
4	10	16
5	12	18
6	14	20
7	14	20

*Overnight (10:00 P.M. – 7:00 A.M.) **Daytime (7:00 A.M. – 10:00 P.M.)

- C. While a short-term vacation rental unit is rented the owner's designated local contact person shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding, including being physically on site within thirty (30) minutes to complaints and concerns, and responding to all complaints and concerns within fifteen (15) minutes via telephone or text message, regarding the condition, operation, or conduct of occupants of the short-term vacation rental unit or their guests.
- D. The owner, the owner's authorized agent or representative, and/or the owner's designated local contact person shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term vacation rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit.
- E. Noise: No radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any short-term vacation rental unit between the hours of 10:00 P.M. and 7:00 A.M.

1. It is unlawful for any owner, renter, occupant, or guest located at a short-term vacation rental unit to make, cause to be made, or allow to be made any loud, excessive, impulsive, or intrusive noise that disturbs the peace or quiet or that causes discomfort or annoyance to any reasonable person of normal sensitivities in the area. Such types of noises or actions causing noises include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting, or transmitting any loud music or noise from any mechanical or electrical sound making or sound amplifying device, and the habitual barking, howling, or crowing of animals.

2. The standard for enforcement of this subsection is the “reasonable person” standard. The inquiry is whether the noise would disturb the peace or quiet or cause discomfort or annoyance to a reasonable person under the same or similar circumstances.

3. Factors that may be considered in determining whether a violation of this subsection has been committed include, but are not limited to the following: the level of noise; the level and intensity of the background (ambient noise), if any; the proximity of the noise to the residential unit in question; the time of day or night the noise occurs; the duration of the noise; whether the noise is constant, recurrent or intermittent; and whether the noise is produced by a mechanical or electronic device.

4. The owner or owner’s authorized agent or representative shall install Noise Aware hardware and software, or its equivalent or better, prior to operations. The data collected by the hardware and software shall be made available to the Town immediately upon request within forty-eight (48) hours. The noise monitoring equipment should be installed as near to abutting property lines as possible. The short-term vacation rental owner may desire to have additional noise and video monitors on the site beyond this requirement. The owner or owner’s authorized agent or representative shall set the hardware and software threshold for notification at the residential levels specified in Chapter 9.34.080 Noise, Table 3-15.

F. Prior to occupancy of a short-term vacation rental unit, the owner or the owner’s authorized agent or representative shall:

1. Obtain the contact information of the responsible person.

2. Provide a copy of the good neighbor brochure to the responsible person.

3. Require such responsible person to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants of the short-term vacation rental unit and their guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term vacation rental unit and shall require the responsible person to sign a copy of the Town’s regulations for short-term vacation rentals. This information shall be maintained by the owner or the owner’s authorized

agent or representative for a period of three (3) years and be made readily available upon request of any officer of the Town responsible for the enforcement of any provision of the Town Code or any other applicable law, rule, or regulation pertaining to the use and occupancy of the short-term vacation rental unit.

4. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall greet the responsible person or communicate electronically prior to occupancy of the STVR by the responsible person. The responsible person shall be provided a verbal briefing in person or via electronic means on the Town's rules, regulations, and standards for STVRs, and shall sign copies, which must be retained by the owner for a period of three (3) years.

- G. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall, upon notification that the responsible person and/or any occupant and/or guest of the short-term vacation rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, promptly respond in a timely and appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the short-term vacation rental unit in a timely and appropriate manner shall be subject to all administrative, legal, and equitable remedies available to the Town.
- H. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall report to the Director the name, violation, date, and time of disturbance of each person involved in two or more disorderly conduct activities, disturbances or other violations of any applicable law, rule, or regulation pertaining to the use and occupancy of the subject short-term vacation rental unit, within five (5) business days of the second occurrence.
- I. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the Town's authorized waste hauler on scheduled trash collection days. Property owners shall be required to sign up for pullout services with Burrtec Waste & Recycling, maintain documentation of payment of monthly fees for those pullout services, and provide that documentation to the Town immediately upon request within forty-eight (48) hours.
- J. No sign, as that term is defined in Ordinance 156 (Signs), shall be posted on the premises to advertise the availability of the short-term vacation rental unit. Off-site directional signs are prohibited. There shall be no displays, sale, or advertising signs on the premises. There shall be no signs other than one unlighted identification sign

containing the name and address of the property attached to the building not exceeding two (2) square feet in area per street frontage.

- K. Parking shall be allowed on site only and shall not exceed the maximum number of vehicles as identified in the Table of Section 5.40.060.B. Parking shall be dustproof material including pavement, slag, gravel, or similar material.
- L. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall post a copy of the short-term vacation rental permit and a copy of the good neighbor brochure in a conspicuous place within the short-term vacation rental unit, and a copy of the good neighbor brochure shall be provided to the responsible person of the subject short-term vacation rental unit.
- M. Unless otherwise provided in this Chapter, the owner and/or the owner's authorized agent or representative shall comply with all provisions of Chapter 3.24 of the Town Code concerning transient occupancy taxes, including, but not limited to, submission of returns in accordance with Section 3.24.080 of the Town Code, which shall be filed even if the short-term vacation rental unit was not rented during each such month.
- N. The Director shall have the authority to impose additional conditions on the use of any given short-term vacation rental unit to ensure that any potential secondary effects unique to the subject short-term vacation rental unit are avoided or adequately mitigated.
- O. The standard conditions set forth herein may be modified by the Director upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a short-term vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a short-term vacation rental would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.
- P. The owner and/or the owner's authorized agent or representative shall post, in a place or location deemed acceptable by the Director, the current short-term vacation rental permit number on or in any advertisement appearing in any newspaper, magazine, brochure, television trade paper, Internet website, etc., that promotes the availability or existence of a short-term vacation rental unit. In the instance of audio-only advertising of the same, the short-term vacation rental permit number shall be read as part of the advertising.
- Q. All outdoor lighting shall be fully shielded so that all light goes below a horizontal plane,

and shall not result in light trespass onto any abutting property. Certification shall be provided by the owner prior to permit approval.

- R. Posted Notice within Unit: Each short-term vacation rental unit shall have a clearly visible and legible notice posted within the unit, on or adjacent to the front door, containing the following information:
1. The name of the managing agency, agent, property manager, or owner of the unit, and a telephone number at which that party may be immediately reached on a twenty-four (24) hour basis.
 2. The maximum number of occupants.
 3. The maximum number of vehicles allowed to be parked on the property.
 4. Notification of the arrangements that the owner has made to allow the renter to properly store and dispose of trash or refuse in accordance with the terms of the Town Code.
 5. Notification that failure to comply with the requirements of this Chapter, including parking and occupancy standards, as well as public and private nuisance standards, is a violation of the Town Code, and that such violation may result in enforcement actions to address the violation. These may include actions to abate the nonconformity, the institution of criminal, civil, or administrative actions, or, under certain circumstances, the calling of law enforcement for the removal of guest occupants and their vehicles from the property to the extent authorized by law. The notification shall state in a prominent format that users of the unit are prohibited from disturbing the peace of the surrounding neighborhood and that doing so is a violation of this Chapter.
 6. Location of utility emergency shut off valves (including how to access valves and, if necessary, tools needed for such purposes).
 7. Phone numbers of local emergency medical and law enforcement services.
 8. Property boundary map for the purpose of exterior property recreational activities and parking to deter trespassing on other privately owned properties.
 9. Notice that noise monitoring equipment has been installed on the property.

5.40.070: ADDITIONAL DEVELOPMENT STANDARDS:

The following are additional development standards, in addition to those zoning standards established for single family residential structures as contained in Article 2, Zoning Districts and Development Standards, and Article 3, Development Standards, of Title 9, Development Code,

of the Yucca Valley Town Code.

- A. Zoning Districts: STVRs shall be allowed in all Zoning Districts as established on the Yucca Valley Zoning Map. Nonconforming single-family residences with a TSTVR license located in Commercial or Industrial zoning districts shall not register complaints against existing Commercial or Industrial uses for regular Commercial or Industrial operations.
- B. Number of Units Per Parcel: Multiple, eligible, habitable, single-family residential structures may be rented under not more than one temporary short-term rental permit.
- C. Notice:

1. Following any action to approve a permit application for a short-term vacation rental, the Director shall cause notice to be provided to all property owners and tenants within three hundred (300) feet of the proposed short-term vacation rental site, indicating the approval granted.

2. The notice of approval to surrounding property owners shall also provide name, email address, and phone number of the “local contact person” designated for the short-term vacation rental unit.

- D. Eligibility:

A legal conforming or nonconforming single family residential dwelling unit or habitable, residential accessory structure for purpose of establishing a temporary short-term vacation rental shall be located on a parcel containing a primary use or shall be located contiguous to a parcel under common ownership that contains a primary use, and shall not be permitted more than one temporary short-term vacation rental permit regardless of the number of parcels. Accessory Dwelling Units (ADUs) that were permitted by the Town pursuant to Government Code Sections 65852.2(e) or 66323 from January 1, 2020, to present cannot be used as short-term rentals.

5.40.080: NUISANCE RESPONSE PLANS:

- A. Each nuisance response plan accompanying an application for a permit required by this Chapter shall contain the following information and otherwise be in a form required by the Director. The nuisance response plan shall address potential violations of the Yucca Valley Town Code including windblown trash, trash cans placed out before or after trash collection day, excessively loud music, night sky and other lighting violations, parties, loud noises, excessive vehicles, excessive guests, loud parties, and trespassing onto adjoining or surrounding properties. Nuisance response plans that do not adequately address how violations shall be addressed by management operations with the renters in accordance with this Chapter or that do not contain the required information as established by this Chapter or the Director shall result in denial of the temporary short-term vacation rental permit. No application for the same property may be resubmitted

to the Town within a twelve (12) month period. Nuisance response plans shall include the following:

1. The name, mailing address, email address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a short-term vacation rental pursuant to the permit.
 2. The name, address, email address, and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the short-term vacation rental unit(s) by occupants, their visitors and/or their guests. For the purposes of this Chapter, a return telephone call to a complainant, and the ability to be on-site, within thirty (30) minutes of the initial complaint shall be deemed "prompt." Documentation shall be provided with the application that clearly illustrates the ability for any responding individual to be on-site within the thirty (30) minute time frame.
 3. The manner of responding to or causing a response to a nuisance complaint, including, but not limited to, the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.
 4. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this Chapter, "timely corrective action" shall include, at a minimum, a telephone call or text message to the primary adult occupant of the short-term vacation rental within fifteen (15) minutes of the initial nuisance complaint. Timely corrective action shall also include being on-site within thirty (30) minutes of the initial nuisance complaint.
 5. The proposed maximum number of overnight occupants, with supporting documentation identifying unusual size, interior layout, parking, or other physical characteristics, if any, that support a request for occupancy greater than two (2) persons per bedroom.
 6. The number of off-street parking spaces and number of bedrooms available at the short-term vacation rental unit.
 7. Any other information deemed necessary by the Director.
- B. The owner or owners of a short-term vacation rental unit may change the content of the nuisance response plan approved incidental to the issuance of the permit by filing an amended response plan with the permit administrator. Such amended response plan shall contain all the information and be in the form required by this Section and shall be accompanied by an amended response plan fee in an amount established by the Council

by resolution.

5.40.090: MAXIMUM NUMBER OF TEMPORARY SHORT-TERM VACATION RENTAL PERMITS

- A. At no time shall the number of Temporary Short-Term Vacation Rental Permits issued exceed ten percent (10%) of the Town's official inventory of detached single-family residential dwelling units. The Director shall annually, in January of each calendar year, adopt the official inventory number of detached single-family residential dwelling units within the Town. The official inventory shall only be adjusted once each calendar year.
- B. After the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received.
- C. No additional TSTVRP shall be issued until an existing TSTVRP has expired, been revoked, or is no longer operational. Upon a TSTVRP expiring, being revoked or no longer in operation, the Director shall cause the next complete application on the waiting list to be processed in accordance with this Chapter.

5.40.100: RECORDKEEPING DUTIES:

The owner or the owner's authorized agent or representative shall maintain, for a period of three (3) years, records in such form as may be required by the tax administrator (as defined in Chapter 3.24) to determine the amount of transient occupancy tax owed to the Town. The tax administrator shall have the right to inspect such records at all reasonable times, which may be subject to the subpoena by the tax administrator pursuant to Chapter 3.24 (Transient Occupancy Tax) of the Town Code.

5.40.110: PERMIT ADMINISTRATION, AMENDMENTS, REVOCATIONS AND VIOLATIONS:

- A. Additional Conditions: A violation of any provision of this Chapter by any of the occupants, responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall authorize the Director to impose additional conditions on the use of any active short-term vacation rental unit to ensure that any future violations are avoided. The Director shall provide ten (10) days' notice prior to the imposition of additional conditions. The owner may appeal the imposition of additional conditions by submitting a notice of appeal to the Director within 10 days of receiving the notice from the Director. The notice of appeal shall set forth the reasons and evidence that support the owner's position that additional conditions are not necessary to avoid future violations. The notice of appeal shall be accompanied by an appeal fee, as set by the Town Council by resolution. The appeal shall be heard in accordance with subsection (b) of this section.

- B. **Appeal of Additional Permit Conditions:** Any appeal of additional conditions imposed by the Director in accordance with this section shall be heard by the Town Manager. The appeal hearing shall be set no more than 30 days from the Town's receipt of the notice of appeal. Imposition of the additional condition shall be stayed until the conclusion of the appeal. At the appeal hearing, the Town Manager shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager shall issue a decision as to whether the additional conditions are necessary to avoid future violations at the STVR property in question. The Town Manager shall have the authority to affirm, modify, or reject the conditions imposed by the Director. The decision of the Town Manager shall be final.
- C. **Permit Suspension or Revocation:** Any request for a permit suspension or revocation by the Director based on violations of this Chapter shall be conducted in accordance with the terms and provisions of this subsection (c). The owner of a STVR unit subject to a permit suspension or revocation hearing shall be provided with not less than 20 days' notice prior to the day of the hearing. The hearing shall be conducted by the Town Manager or their designee. The Town Manager or their designee shall hear and consider all relevant evidence and receive testimony. The hearing shall not be conducted in accordance with the California Evidence Code. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state. Any relevant evidence shall be considered if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of similar affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. The hearing may be continued by the Town Manager or their designee from time to time. Within ten (10) days of the conclusion of the hearing, the Town Manager or their designee shall issue a decision regarding the suspension or revocation of the permit for the STVR property in question. The Town Manager or their designee shall have the authority to approve the permit suspension or revocation, modify the existing conditions of the permit, or reject the permit suspension or revocation request. The decision of the Town Manager or their designee shall be final.
- D. **Enforcement and Violations:** A violation of any provision of this Chapter by any of the

occupant(s), responsible party(ies), owner(s) or the owner's authorized agent(s) or representative(s) shall constitute grounds for modification, suspension and/or revocation of the short-term vacation rental permit and/or any affiliated licenses or permits, in addition to public nuisance violation procedures of the Town Code as defined and established in the Town Code.

- E. The owner shall agree to the conditions of approval and permit requirements, in addition to all other standards and conditions as implemented under Chapter 5.40, as follows.

1. As the owner, I fully understand that the permit authorizes short-term vacation rental activity in a residential neighborhood in the Town of Yucca Valley. Yucca Valley residents value the tranquility, peace, quiet, night sky, and low-density desert characteristics of their neighborhoods. Activities associated with the operation of the short-term vacation rental that disturbs, disrupts, and impedes the general enjoyment of the desert character and qualities that Yucca Valley residents value may result in the issuance of operational penalties, infraction citations, misdemeanor citations and other court actions, up to and including the revocation of the permit, in accordance with Chapter 5.40, these conditions of approval and the Town of Yucca Valley Town Code.

2. As the owner, I fully understand that these Conditions of Approval are for Temporary Short-Term Vacation Rental Permit, TSTVRP XX-XX. The residential structure is located at (address) and is also identified as APN: XXX-XXX-XX. The approved permit is subject to compliance with these conditions of approval. Pursuant to Chapter 5.40 of the Town of Yucca Valley Development Code, effective December 1, 2017, a Temporary Short-Term Vacation Rental Permit is a temporary permit and approval is valid for a forty-eight (48) month period. The Town is not obligated or required to renew the permit or to extend the permit beyond the forty-eight (48) month approval period. The Town Council may conclude and close the short-term vacation rental program at any time. This permit is issued to the owner, this permit does not run with the land or structure, and this permit is not transferrable unless transferred in accordance with section 5.40.170, and do not run with the land.

3. As the owner, I fully understand that verified trespass by guest occupants onto any adjoining, adjacent or property in the vicinity of the short-term vacation rental unit may result in revocation or suspension of the temporary short-term vacation rental permit. The permit suspension or revocation hearing shall be administered by the Town Manager or their designee, and the decision of the Town Manager or their designee shall be final.

5.40.120: VERIFIED SHORT-TERM VACATION RENTAL PERMIT OPERATIONAL VIOLATIONS:

Verified violations shall result in the following. For a violation that the Director determines is reasonably capable of correction, the Town will provide written notice identifying the violation and allowing five (5) days from service of the notice to correct it. Failure to correct the violation

within that period may constitute an additional violation. Nothing in this section limits the Town's authority to pursue any other remedy available under this Chapter, the Town Code, or applicable law.

- A. \$1,500.00 fine paid to the Town of Yucca Valley for the first verified violation.
- B. \$3,000.00 fine paid to the Town of Yucca Valley for the second verified violation within twelve (12) months.
- C. \$5,000.00 fine paid to the Town of Yucca Valley for the third verified violation within twelve (12) months.

A responsible party may appeal the Director's determination of a verified violation in accordance with the appeal procedures in Chapter 1.04. The hearing officer may affirm, reverse, or modify the determination.

The Director may grant a hardship waiver to reduce the amount of the fine upon a showing and verified documentation by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

Three (3) verified violations within a period of six (6) months shall result in a Director's Meeting in accordance with Section 5.40.130.

In addition to the fines set forth in this section, in the event of a violation, the Director may seek to add conditions, suspend, or revoke the permit in accordance with Section 5.40.110.

5.40.130: **DIRECTOR'S MEETINGS:**

When verifiable complaints are received, the Director may schedule a review of the Temporary Short-Term Vacation Rental Permit. The Director shall notify the owner and all property owners within three hundred (300) feet of the short-term vacation rental unit no less than twenty (20) days in advance of the Director's meeting.

Attendance by the property owner or owner representative or authorized agent is mandatory. Failure of the owner or owner representative to attend shall result in a suspension or revocation hearing in accordance with this Chapter.

5.40.140: **EXPIRATION OF PERMITS:**

Permits expire on the date of expiration listed on the permit. No renewal application can be processed if it has expired prior to the permit renewal application being filed with the Town.

5.40.150: ABANDONMENT:

Applications which do not include all required information shall be deemed incomplete within thirty (30) calendar days from application submittal. After applicant's notice of incomplete application is sent, the application must be complete within forty-five (45) calendar days or application will be deemed abandoned.

5.40.160 APPLICATION WAITING LIST PROCEDURE:

As detailed in 5.40.090, after the maximum number of issued Temporary Short-Term Vacation Rental Permits is reached, completed applications shall be placed on a waiting list in the order received. The temporary short-term vacation rental permit application shall be accompanied by a waitlist fee as established by resolution of the Town Council. When a TSTVR permit becomes available, application(s) on the waiting list will be processed in the order received.

5.40.170 TRANSFERABILITY:

A TSTVR license may be transferred if the following conditions have been met, however operation of the vacation rental shall cease until such time as the application for transfer has been processed and issued except where the same local contact person as the prior operator is maintained until issuance of the transfer. Transfers processed in accordance with this section are not subject to waiting list procedures in Section 5.40.160 and shall be processed ahead of any applications on the waiting list.

- A. The TSTVR license has not expired.
- B. No verifiable complaints have been made against the TSTVR.
- C. The TSTVR purchaser has paid all TSTVR license fees, submitted all application materials, and submitted a written statement that operation shall cease unless the same local contact person as the prior operator is maintained until issuance of the transfer.
- D. The TSTVR seller and the TSTVR purchaser have submitted a notarized acknowledgement of the sale of the TSTVR and the transfer of the TSTVR license.

SECTION 2. SEVERABILITY

The Town Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. CEQA

This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378. The Town Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days from its adoption by the Town Council of the Town of Yucca Valley.

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 36933(c).

SECTION 6. CERTIFICATION

The foregoing Ordinance was approved and adopted at a meeting of the Town Council held on the 15th day of September, 2026, by the following vote:

Ayes:

Noes:

Absents:

Abstains:

Merl Abel, Mayor

ATTEST:

Brooke Dudra, Town Clerk

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



To: Town Council

From: Frank Luckino, Deputy Town Manager

Date: September 9, 2026

Meeting Date: September 15, 2026

Subject: Termination of Lease Agreement with Morongo Unified School District for the Yucca Valley High School Swimming Pool

Recommendation:

Receive and File the report of Termination of Lease Agreement with Morongo Unified School District for the Yucca Valley High School Swimming Pool.

Prior Review:

The most recent lease approval was in October 2015.

Discussion:

The Town and MUSD have maintained a long-standing cooperative relationship for community use of the swimming pool located at Yucca Valley High School. The current lease framework dates to 2003 and provides the Town use of the swimming pool area and appurtenant facilities in support of the Town's recreational programming. The lease established an initial five-year term beginning October 1, 2003, followed by successive annual renewals.

The opening of YVARC will provide the Town with a dedicated municipal facility for aquatics, recreation, and related community programming. As the Town transitions aquatic services to YVARC, continued Town operation and maintenance of the MUSD swimming pool is no longer necessary for delivery of the Town's recreation programs. Terminating the lease will eliminate duplicative facility responsibilities and allow Town staff and resources to be concentrated at YVARC.

The lease provides two relevant mechanisms: the Town may elect not to renew an annual term by providing ninety (90) days written notice, and it may terminate the lease at any time upon thirty (30) days written notice when circumstances make continued operation and maintenance unrealistic. Because YVARC will assume the community aquatic and recreation functions historically supported through the school pool, staff recommends that the Town Manager or designee be authorized to coordinate the effective termination date with MUSD and execute

the appropriate notice or mutual termination documentation.

Staff has communicated the termination of the lease with MUSD and officially turned over the pool to the District on September 9, 2026.

Alternatives

None recommended.

Fiscal Impact:

Upon termination of the lease, all Town operational costs associated with the Yucca Valley High School will terminate.

Attachments

1. MUSD pool lease documents
2. Facility Turnover Checklist

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT is executed this 5th day of October, 2015, by and between MORONGO UNIFIED SCHOOL DISTRICT ("MUSD" or "Lessor") and the TOWN OF YUCCA VALLEY, a public body, corporate and politic ("Town" or "Lessee") (collectively, the "Parties").

R E C I T A L S

A. MUSD is the owner of a high school site known as Yucca Valley High School, located at 7600 Sage Avenue, Yucca Valley, California ("Premises").

B. MUSD and TOWN previously entered into a Lease Agreement (the "Original Agreement") dated October 1, 2003 in which MUSD leased to TOWN a portion of the Premises known as the Yucca Valley High School swimming pool area and further described in Appendix I and II of the Original Agreement.

C. It is the intent of the parties to continue TOWN'S leasing of the Premises under the terms contained in the Original Agreement but add or change certain terms and conditions to the Original Agreement by way of this First Amendment.

A M E N D M E N T P R O V I S I O N S

NOW, THEREFORE, the parties hereto agree to amend the Original Lease Agreement as follows:

1. **MAINTENANCE AND REPAIRS** – Section 3.02 of the Original Agreement is deleted in its entirety and replaced with the following:

"3.02 – Maintenance and Repairs. During the term of this Lease, TOWN shall, at Town's own cost and expense, including chemical cost, keep and maintain the Leased Premises in good order and condition and make all necessary repairs of the Leased Premises, including such repairs related to the routine use of the facility. Major repairs, or any repair exceeding \$10,000, shall be identified through collaboration of both TOWN and MUSD, and cost and operational responsibility of such repair, shall be determined through mutual agreement of both parties.

2. **UTILITIES** – Section 3.07 of the Original Agreement is deleted in its entirety and replaced with the following:

"3.07 – Utilities. MUSD shall pay all charges incurred for the furnishings of gas, electricity, water and solid waste service during the term of this Lease. TOWN shall pay all charges for the furnishing of telephone, internet and alarm service during the term of this Lease directly to provider, unless otherwise agreed to by both parties."

3. **ARTICLE IV – USE OF PREMISES** –Section 4.015 is added to the Agreement as follows:

“**Section 4.015 – Priority of Use** – Each party hereby grants to the other party a priority in the use of the Premises in accordance with the annual schedule approved between parties. In the annual schedule for the use of the Premises, it is agreed that the TOWN’s Summer Aquatics Program shall have first priority. It is further agreed that at all other times, MUSD programming shall have first priority.”

4. **INSURANCE IS PRIMARY** - Section 5.03 of the Original Agreement is deleted in its entirety and replaced with the following:

“**5.07 – Insurance is Primary.** During the Summer Aquatics Program, and any other time during Town Programming of the Premises, insurance obtained by TOWN shall be primary and non-contributory with any insurance or self-insurance programs covered by MUSD, but not to MUSD for its own acts or omissions.

During all other time of MUSD programming of the Premises, insurance obtained by MUSD shall be primary and non-contributory with any insurance of self-insurance programs covered by TOWN, but not to TOWN for its own acts or omissions.

5. **NO OTHER CHANGES.** Except as expressly provided for in this First Amendment, the terms of the Original Agreement shall remain in full force and effect as written. All terms used herein and not defined herein but defined in the Original Agreement shall have the meaning given to such terms in the Original Agreement. In the event of any conflict between the terms of this First Amendment and the Original Agreement, the terms of this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the date first written above.

"LESSOR"

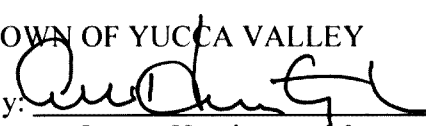
MORONGO UNIFIED SCHOOL DISTRICT

By:  9/28/15
Name: Sharon Flores
Title: Assistant Superintendent

Dated: _____

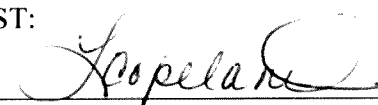
"LESSEE"

TOWN OF YUCCA VALLEY

By: 
George Huntington, Mayor

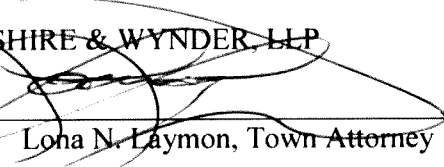
Dated: 10/05/15

ATTEST:

By: 
Lesley Copeland, Town Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: 
Lona N. Laymon, Town Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this 1st day of October, 2003, by and between MORONGO UNIFIED SCHOOL DISTRICT ("MUSD") and the TOWN OF YUCCA VALLEY, a municipal corporation ("TOWN").

RECITALS

A. MUSD is the owner of a high school site known as Yucca Valley High School, 7600 Sage Avenue, Yucca Valley, California (the "Premises").

B. TOWN desires to use a portion of the premises known as the Yucca Valley High School swimming pool area and further described in appendix I & II for recreational purposes in support of the TOWN's general recreational program.

C. MUSD and TOWN desire by this Lease to provide the terms and conditions of the Lease of the portion of the Premises described in appendix I & II and hereinafter referred to as Leased Premises pursuant to former Education Code section 39500 et. seq. and in accordance with Education Code section 35160 et seq. ("The Permissive Education Code").

AGREEMENT

NOW, THEREFORE, MUSD hereby leases to TOWN, and TOWN leases from MUSD, the Leased Premises, subject to the terms and conditions set forth in this Lease:

ARTICLE I

TERM OF LEASE

1.01. Original Term. The term of this Lease shall be for a period of five (5) years commencing at 12:01 A.M. on October 1, 2003, and ending at 12:01 A.M. on September 30, 2008 providing however that this Lease shall be renewed annually for successive one year terms unless Town gives MUSD ninety (90) days written notice of its intention not to renew and further that Town retains the ability to terminate the Lease at any time upon thirty (30) days written notice upon circumstances which would make further operation and maintenance of the leased premises unrealistic, but further provided that Town Complies with Title 24 code of Federal Regulations Section 570.505 Use of Real Property..

ARTICLE II

CONSIDERATION

2.01 Consideration. TOWN agrees to pay MUSD annual rent for each year during the term of this lease in the amount of \$1.00 (one dollar) per year payable on October 1st of the first year this Lease is in effect and on July 1st of each subsequent year.

2.02 Use of Premises. TOWN shall have access to, and the right to use the Leased Premises and its appurtenances and shall be entitled to store items of personal property at the Leased Premises during the term of this Lease, and further retains the ability to construct any storage facilities deemed necessary subject to the prior approval of MUSD which approval shall not be unreasonably withheld. MUSD shall not be liable for loss of or damage to such stored items.

2.03 Parking Spaces. During the time when school is in regular session during the regular school year defined as the period commencing on the first day of school in August and terminating on the last day of school in June, TOWN shall use off-site parking. During all other times, TOWN shall be entitled to use any available parking spaces, proximate to the Leased Premises for parking of TOWN's employees', officers' customers' and guests' motor vehicles. TOWN shall hold MUSD harmless from any damage or injury arising from the use of said parking spaces. Where a significant change in the school's schedule is approved by the Board of Education, the actual scheduled school year shall become the basis for determining off site parking.

ARTICLE III

REPAIRS, MAINTENANCE AND LIABILITY

3.01 Present Condition of Premises. TOWN agrees to take the Leased Premises "as is" and to make any necessary improvements, repairs and/or maintenance including, without limitation, to meet the needs of the TOWN for a swimming pool including the construction of any fencing or other improvements necessary for security. Prior to taking any action to physically alter the Premises, TOWN agrees to seek the written consent of MUSD with respect to the proposed improvements of the Premises which consent shall not be unreasonably withheld. In undertaking any construction with respect to the Premises, TOWN agrees to comply with all laws and regulations applicable to construction by both MUSD and TOWN.

3.02 Maintenance and Repairs. During the term of this Lease, TOWN shall, at TOWN's own cost and expense, keep and maintain the Leased Premises in good order and condition and make all necessary repairs of the Leased Premises; provided, however, that MUSD shall be required to make any repairs to the Premises that are rendered necessary by the negligence of or abuse of that property by MUSD or any employees, agents, or permittees of MUSD.

3.03 Improvements and Fixtures. Any permanent alterations, improvements or installations made by TOWN to the Premises which can not be removed without permanent

damage to the Leased Premises shall become the property of MUSD upon the termination of this Lease.

3.04 Liens.

(a) TOWN agrees to keep all of the Leased Premises and every part thereof free and clear of any and all mechanics', material men's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of TOWN; any alteration, improvement, or repairs or additions that TOWN may make or permit or cause to be made; or any obligations of any kind incurred by TOWN. TOWN further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold MUSD and all of the Premises and any other improvements on the Premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

3.05 MUSD's Right of Inspection. MUSD or MUSD's duly authorized agents may enter the Premises at any and all reasonable times during the term of this Lease, including any extended term upon giving reasonable notice, to determine whether TOWN is complying with the terms and conditions of this Lease or to perform any other acts authorized by this Lease to be performed by MUSD or reasonably necessary to protect MUSD's rights under this Lease.

3.06 Surrender of Premises. On expiration or earlier termination of this Lease, TOWN shall promptly surrender possession of the Leased Premises in reasonable condition taking into account the condition of the Leased Premises at commencement of the Lease.

3.07 Utilities. TOWN shall pay all charges incurred for the furnishing of gas, electricity, water, telephone service, alarm service, garbage or refuse service, and other public utilities to the Leased Premises during the term of this Lease. MUSD shall at its sole cost and expense install a water meter for separate metering of the leased facility. Town and MUSD shall arrive at a mutually agreeable percentage split of gas, electricity, garbage and refuse services and any other utilities based on definable previous use and/or the percentage that the Leased Premises bears to the entire Premises. Town shall be billed for said utilities by MUSD monthly and shall pay them to MUSD within thirty (30) days of receipt. Town shall pay telephone and alarm service directly to provider.

ARTICLE IV

USE OF PREMISES

4.01 Permitted and Prohibited Use of Premises. TOWN shall use Leased Premises for swimming and all other recreational purposes permitted by TOWN and for other reasonable and similar uses and purposes. No alcoholic beverages or tobacco products are permitted on the premises at any time.

4.02 Compliance With Law. Except as provided by law governing the use of chemicals for the operation of the pool facility, TOWN shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company, unless the prior written consent of MUSD is obtained and proof

of adequate insurance protection is provided by TOWN to MUSD. TOWN agrees that it shall comply with all applicable requirements and regulations of the County Health Department and County Fire Department.

4.03 Training of Personnel. TOWN represents and warrants that all persons employed by TOWN in use of Premises shall be properly trained and possess all appropriate certifications of such training, including, but not limited to, all applicable CPR certifications, Lifeguard/Life Safety Certifications, and certification to handle any chemicals or hazardous materials.

4.04 TOWN shall have full responsibility and accountability to the County Health Department and County Fire Department for the maintenance and storage of all chemicals kept at the facility as required by law during the term of the Lease. MUSD warrants that to the best of its knowledge all chemicals currently at the Leased Premises are maintained and stored in full compliance with all applicable regulations of the County Health Department and County Fire Department

ARTICLE V

INSURANCE

5.01 Public Liability, Property Damage and Automobile Insurance. TOWN shall, at its own cost and expense, secure and maintain during the entire term of this Lease and any extended term of this Lease, public liability, property damage and automobile insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with TOWN's occupation and use of the Premises under this Lease in amounts not less than:

(b) \$1,000,000 (One Million Dollars) for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$2,000,000 (Two Million Dollars) for injury to or death of two or more persons as a result of any one accident or incident; and

(c) \$500,000 (Five Hundred Thousand Dollars) for property damage.

(d) \$1,000,000 (One Million Dollars) combined single limit per accident.

The policy shall name MUSD as an additional insured and shall be issued by either a California admitted insurer or similar entity, formed for the purpose of providing insurance to public entities. Town is a public entity and is self insured.

5.02 Workers' Compensation Insurance. TOWN shall maintain in effect throughout the term of this Lease, at its own cost, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance.

5.03 Insurance is Primary. Insurance obtained by TOWN shall be primary and non-contributory with any insurance or self-insurance programs covered by MUSD but not to MUSD for its own acts or omissions.

5.04 Public Liability, Property Damage and Automobile Insurance. MUSD shall, at its own cost and expense, secure and maintain during the entire term of this Lease and any extended term of this Lease, public liability, property damage and automobile insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with MUSD's obligation under this Lease in amounts not less than:

(a) \$1,000,000 (One Million Dollars) for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$2,000,000 (Two Million Dollars) for injury to or death of two or more persons as a result of any one accident or incident; and

(b) \$500,000 (Five Hundred Thousand Dollars) for property damage.

(c) \$1,000,000 (One Million Dollars) combined single limit per accident.

The policy shall name TOWN as an additional insured and shall be issued by either a California admitted insurer or similar entity, formed for the purpose of providing insurance to public entities.

5.05 Workers' Compensation Insurance. MUSD shall maintain in effect throughout the term of this Lease, at its own cost, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance.

5.06 Cancellation Clause. Each policy of insurance procured by any party pursuant to this Article shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least ten (10) days prior written notice has been given by the insurance company issuing the policy to the other party in the manner specified in this Lease for service of notices.

5.07 Deposit of Insurance Policies. Promptly on the issuance, reissuance, or renewal of any insurance policy required by this Lease, including fire and liability insurance policies, each party shall cause a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent to be given to the other party.

ARTICLE VI

MUTUAL INDEMNIFICATION

6.01 TOWN's Hold-Harmless Clause. TOWN agrees to hold harmless, defend, and indemnify MUSD against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was due to the acts or omissions of MUSD, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Leased Premises by TOWN or its agents, servants, or employees, including without limitation, negligent acts or omissions of TOWN.

6.02 MUSD's Hold-Harmless Clause. MUSD agrees to hold harmless, defend, and indemnify TOWN against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was due to the acts or omissions of TOWN, its agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the Leased Premises by MUSD or its agents, servants, or employees, including without limitation, negligent acts or omissions of MUSD .

ARTICLE VII

DEFAULT AND REMEDIES

7.01 Remedies on Default. If either party breaches this Lease before the natural expiration of the term of this Lease, the nondefaulting party shall have any remedy given such party by law or equity.

7.02 Defaults. All covenants and agreements contained in this Lease are declared to be conditions to this Lease. The following shall constitute a material default and breach of this Lease:

(a) Any failure of a party to pay any amount under this Lease when due when the failure continues for ten (10) days after written notice to pay that amount or surrender possession of the Premises is served by either party on the other party to this Lease.

(b) Any failure of a party to perform any other covenant, condition, or agreement contained in this Lease when the failure is not cured within thirty (30) days after written notice of the specific failure is given by either party on the other party to this Lease.

7.03 Cumulative Remedies. The remedies granted in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized in this Lease.

7.04 Waiver of Breach. The waiver of any breach of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach either of the same or a different provision of this Lease.

ARTICLE VIII

MISCELLANEOUS

8.01 Survival of Obligations. Obligations of TOWN and MUSD to indemnify shall survive termination of this Lease.

8.02 Notices. Except as otherwise expressly provided by law, any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to Morongo Unified
School District

Morongo Unified School District
Attn: Business Services
5715 Utah Trail
Twentynine Palms, CA 92277

If to Town of Yucca Valley

Town of Yucca Valley
Attn: Town Manager
57090 Twentynine Palms Hwy.
Yucca Valley, CA 92284

Such addresses may be changed from time to time by either party by providing notices set forth above.

8.03 Attorneys' Fees. If any litigation, including arbitration proceedings, is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation to this Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' and expert witnesses' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

8.04 Binding and Successors. This Lease shall be binding on and shall inure to the benefit of the administrators, successors, and assigns of MUSD and TOWN, but nothing contained in this section shall be construed as a consent by MUSD to any assignment of this Lease or any interest in this Lease by TOWN.

8.05 Time of Essence. Time is expressly declared to be of the essence in this Lease.

8.06 Recitals. The Recitals are incorporated into this agreement as though fully set forth herein.

8.07 Entire Agreement/Amendment. This instrument contains the entire agreement between MUSD and TOWN respecting the Premises, the Leased Premises the leasing of the Premises to TOWN, and there are no other promises, conditions or other agreements, whether oral or written, between the parties. The Lease may be modified or amended in writing, if the writing is signed by the parties obligated under the amendment. Said amendment shall subsequently become part of this Lease for the remainder of term thereof.

8.08 Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this Lease is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

8.09 Waiver. The failure of either party to enforce any provision of this Lease shall not be constituted as a waiver or limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Lease.

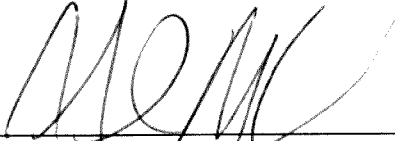
8.10 Cumulative Rights. The parties under this Lease shall not be construed as exclusive unless otherwise required by law.

8.11 Governing Law. This Lease shall be construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties have entered into this Lease as of the day set forth above.

Dated: 26 SEP, 2003

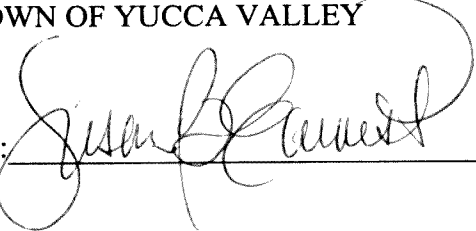
MORONGO UNIFIED SCHOOL DISTRICT

By: 

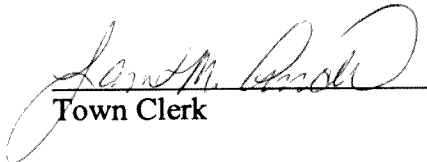
MICHAEL WALKER
ASST. Supt. - BUSINESS SERVICES

Dated: 9-18, 2003

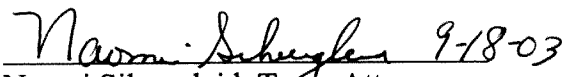
TOWN OF YUCCA VALLEY

By: 

ATTEST


Town Clerk

APPROVED AS TO FORM


Naomi Silvergleid, Town Attorney

Appendix I

DESCRIPTION OF PROPERTY

All real and personal property situated within the perimeter block walls and fence and gate structures which support the operation of the Yucca Valley High School Swimming Pool.

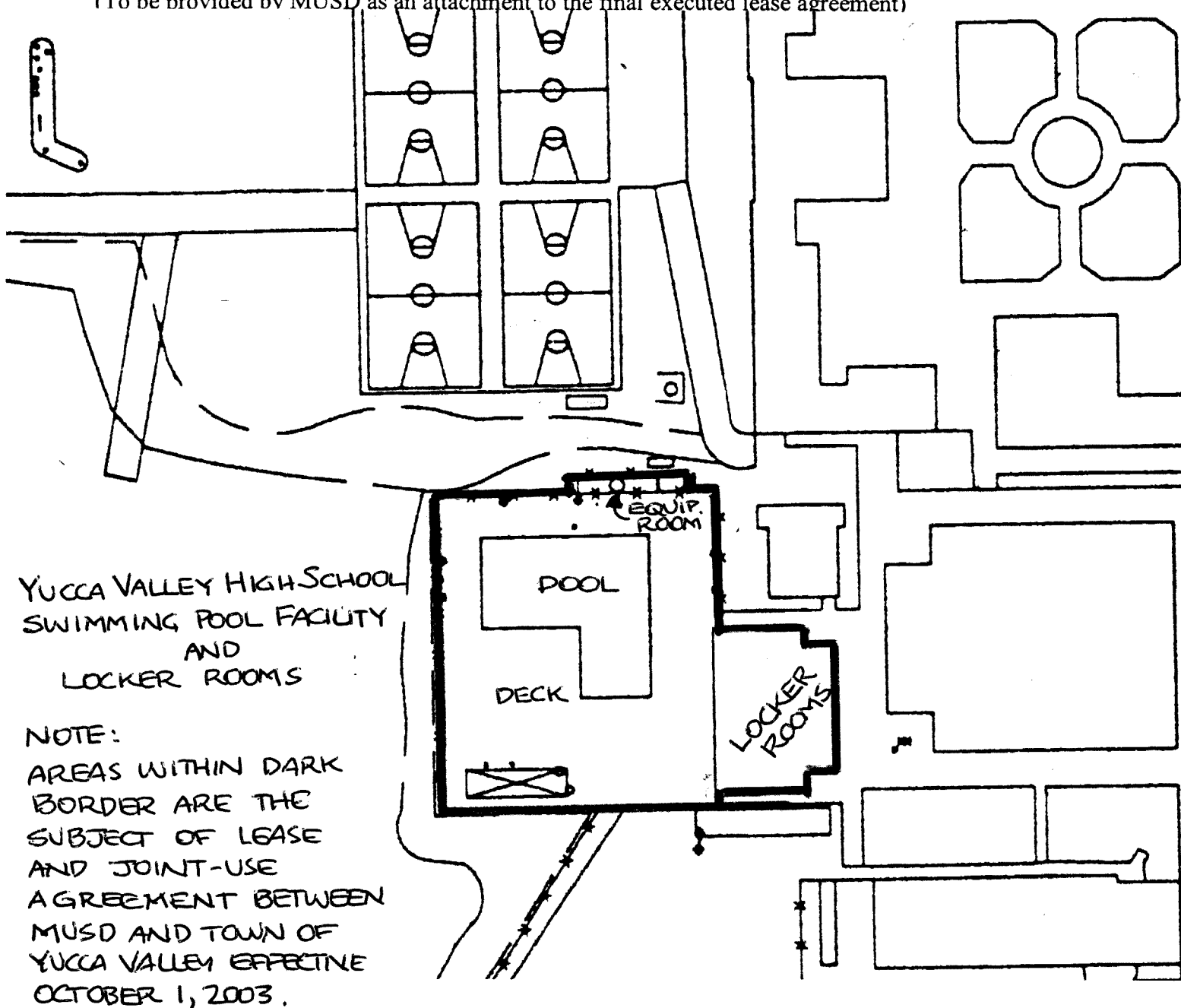
Appendix II

DESCRIPTION OF FACILITY

The swimming pool complex at Yucca Valley High School is situated on the south-western area of the campus improvements. It generally includes the swimming pool, pool decking, pool pump building(s) and equipment, and the existing block walls and chain link gates, etc. which segregate the pool complex from the campus proper.

Schematic diagram appears below.

(To be provided by MUSD as an attachment to the final executed lease agreement)



September 23, 2003

Morongo Unified School District
Attn: Business Services
5715 Utah Trail
Twentynine Palms, CA 92277

Re: Yucca Valley High School Pool Lease and Joint Use Agreement

Dear Sirs:

Enclosed please find three copies of the Yucca Valley High School Pool Lease and two copies of the Joint Use Agreement for locker room facilities between the Town of Yucca Valley and Morongo Unified School District. These agreements were approved by the Town Council at their meeting of September 18, 2003.

Please return fully executed copies to my office for filing. If you have any questions, or need any further information please feel free to contact me at (760) 369-7209.

Sincerely,

JANET M. ANDERSON, CMC
Town Clerk

Encl.



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this ____ day of _____, 2003, by and between MORONGO UNIFIED SCHOOL DISTRICT ("MUSD") and the TOWN OF YUCCA VALLEY, a municipal corporation ("TOWN").

RECITALS

A. MUSD is the owner of a high school site known as Yucca Valley High School, 7600 Sage Avenue, Yucca Valley, California (the "Premises").

B. TOWN desires to use a portion of the premises known as the Yucca Valley High School swimming pool area and further described in appendix I & II for recreational purposes in support of the TOWN's general recreational program.

C. MUSD and TOWN desire by this Lease to provide the terms and conditions of the Lease of the portion of the Premises described in appendix I & II and hereinafter referred to as Leased Premises pursuant to former Education Code section 39500 et. seq. and in accordance with Education Code section 35160 et seq. ("The Permissive Education Code").

AGREEMENT

NOW, THEREFORE, MUSD hereby leases to TOWN, and TOWN leases from MUSD, the Leased Premises, subject to the terms and conditions set forth in this Lease:

ARTICLE I

TERM OF LEASE

1.01. Original Term. The term of this Lease shall be for a period of five (5) years commencing at 12:01 A.M. on October 1, 2003, and ending at 12:01 A.M. on September 30, 2008 providing however that this Lease shall be renewed annually for successive one year terms unless Town gives MUSD ninety (90) days written notice of its intention not to renew and further that Town retains the ability to terminate the Lease at any time upon thirty (30) days written notice upon circumstances which would make further operation and maintenance of the leased premises unrealistic, but further provided that Town Complies with Title 24 code of Federal Regulations Section 570.505 Use of Real Property..

ARTICLE II

CONSIDERATION

2.01 Consideration. TOWN agrees to pay MUSD annual rent for each year during the term of this lease in the amount of \$1.00 (one dollar) per year payable on October 1st of the first year this Lease is in effect and on July 1st of each subsequent year.

2.02 Use of Premises. TOWN shall have access to, and the right to use the Leased Premises and its appurtenances and shall be entitled to store items of personal property at the Leased Premises during the term of this Lease, and further retains the ability to construct any storage facilities deemed necessary subject to the prior approval of MUSD which approval shall not be unreasonably withheld. MUSD shall not be liable for loss of or damage to such stored items.

2.03 Parking Spaces. During the time when school is in regular session during the regular school year defined as the period commencing on the first day of school in August and terminating on the last day of school in June, TOWN shall use off-site parking. During all other times, TOWN shall be entitled to use any available parking spaces, proximate to the Leased Premises for parking of TOWN's employees', officers' customers' and guests' motor vehicles. TOWN shall hold MUSD harmless from any damage or injury arising from the use of said parking spaces. Where a significant change in the school's schedule is approved by the Board of Education, the actual scheduled school year shall become the basis for determining off site parking.

ARTICLE III

REPAIRS, MAINTENANCE AND LIABILITY

3.01 Present Condition of Premises. TOWN agrees to take the Leased Premises "as is" and to make any necessary improvements, repairs and/or maintenance including, without limitation, to meet the needs of the TOWN for a swimming pool including the construction of any fencing or other improvements necessary for security. Prior to taking any action to physically alter the Premises, TOWN agrees to seek the written consent of MUSD with respect to the proposed improvements of the Premises which consent shall not be unreasonably withheld. In undertaking any construction with respect to the Premises, TOWN agrees to comply with all laws and regulations applicable to construction by both MUSD and TOWN.

3.02 Maintenance and Repairs. During the term of this Lease, TOWN shall, at TOWN's own cost and expense, keep and maintain the Leased Premises in good order and condition and make all necessary repairs of the Leased Premises; provided, however, that MUSD shall be required to make any repairs to the Premises that are rendered necessary by the negligence of or abuse of that property by MUSD or any employees, agents, or permittees of MUSD.

3.03 Improvements and Fixtures. Any permanent alterations, improvements or installations made by TOWN to the Premises which can not be removed without permanent

damage to the Leased Premises shall become the property of MUSD upon the termination of this Lease.

3.04 Liens.

(a) TOWN agrees to keep all of the Leased Premises and every part thereof free and clear of any and all mechanics', material men's and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of TOWN; any alteration, improvement, or repairs or additions that TOWN may make or permit or cause to be made; or any obligations of any kind incurred by TOWN. TOWN further agrees to pay promptly and fully and discharge any and all claims on which any such lien may or could be based, and to save and hold MUSD and all of the Premises and any other improvements on the Premises free and harmless from any and all such liens and claims of liens and suits or other proceedings pertaining thereto.

3.05 MUSD's Right of Inspection. MUSD or MUSD's duly authorized agents may enter the Premises at any and all reasonable times during the term of this Lease, including any extended term upon giving reasonable notice, to determine whether TOWN is complying with the terms and conditions of this Lease or to perform any other acts authorized by this Lease to be performed by MUSD or reasonably necessary to protect MUSD's rights under this Lease.

3.06 Surrender of Premises. On expiration or earlier termination of this Lease, TOWN shall promptly surrender possession of the Leased Premises in reasonable condition taking into account the condition of the Leased Premises at commencement of the Lease.

3.07 Utilities. TOWN shall pay all charges incurred for the furnishing of gas, electricity, water, telephone service, alarm service, garbage or refuse service, and other public utilities to the Leased Premises during the term of this Lease. MUSD shall at its sole cost and expense install a water meter for separate metering of the leased facility. Town and MUSD shall arrive at a mutually agreeable percentage split of gas, electricity, garbage and refuse services and any other utilities based on definable previous use and/or the percentage that the Leased Premises bears to the entire Premises. Town shall be billed for said utilities by MUSD monthly and shall pay them to MUSD within thirty (30) days of receipt. Town shall pay telephone and alarm service directly to provider.

ARTICLE IV

USE OF PREMISES

4.01 Permitted and Prohibited Use of Premises. TOWN shall use Leased Premises for swimming and all other recreational purposes permitted by TOWN and for other reasonable and similar uses and purposes. No alcoholic beverages or tobacco products are permitted on the premises at any time.

4.02 Compliance With Law. Except as provided by law governing the use of chemicals for the operation of the pool facility, TOWN shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company, unless the prior written consent of MUSD is obtained and proof

of adequate insurance protection is provided by TOWN to MUSD. TOWN agrees that it shall comply with all applicable requirements and regulations of the County Health Department and County Fire Department.

4.03 Training of Personnel. TOWN represents and warrants that all persons employed by TOWN in use of Premises shall be properly trained and possess all appropriate certifications of such training, including, but not limited to, all applicable CPR certifications, Lifeguard/Life Safety Certifications, and certification to handle any chemicals or hazardous materials.

4.04 TOWN shall have full responsibility and accountability to the County Health Department and County Fire Department for the maintenance and storage of all chemicals kept at the facility as required by law during the term of the Lease. MUSD warrants that to the best of its knowledge all chemicals currently at the Leased Premises are maintained and stored in full compliance with all applicable regulations of the County Health Department and County Fire Department

ARTICLE V

INSURANCE

5.01 Public Liability, Property Damage and Automobile Insurance. TOWN shall, at its own cost and expense, secure and maintain during the entire term of this Lease and any extended term of this Lease, public liability, property damage and automobile insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with TOWN's occupation and use of the Premises under this Lease in amounts not less than:

(b) \$1,000,000 (One Million Dollars) for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$2,000,000 (Two Million Dollars) for injury to or death of two or more persons as a result of any one accident or incident; and

(c) \$500,000 (Five Hundred Thousand Dollars) for property damage.

(d) \$1,000,000 (One Million Dollars) combined single limit per accident.

The policy shall name MUSD as an additional insured and shall be issued by either a California admitted insurer or similar entity, formed for the purpose of providing insurance to public entities. Town is a public entity and is self insured.

5.02 Workers' Compensation Insurance. TOWN shall maintain in effect throughout the term of this Lease, at its own cost, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance.

5.03 Insurance is Primary. Insurance obtained by TOWN shall be primary and non-contributory with any insurance or self-insurance programs covered by MUSD but not to MUSD for its own acts or omissions.

5.04 Public Liability, Property Damage and Automobile Insurance. MUSD shall, at its own cost and expense, secure and maintain during the entire term of this Lease and any extended term of this Lease, public liability, property damage and automobile insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with MUSD's obligation under this Lease in amounts not less than:

(a) \$1,000,000 (One Million Dollars) for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$2,000,000 (Two Million Dollars) for injury to or death of two or more persons as a result of any one accident or incident; and

(b) \$500,000 (Five Hundred Thousand Dollars) for property damage.

(c) \$1,000,000 (One Million Dollars) combined single limit per accident.

The policy shall name TOWN as an additional insured and shall be issued by either a California admitted insurer or similar entity, formed for the purpose of providing insurance to public entities.

5.05 Workers' Compensation Insurance. MUSD shall maintain in effect throughout the term of this Lease, at its own cost, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance.

5.06 Cancellation Clause. Each policy of insurance procured by any party pursuant to this Article shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least ten (10) days prior written notice has been given by the insurance company issuing the policy to the other party in the manner specified in this Lease for service of notices.

5.07 Deposit of Insurance Policies. Promptly on the issuance, reissuance, or renewal of any insurance policy required by this Lease, including fire and liability insurance policies, each party shall cause a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent to be given to the other party.

ARTICLE VI

MUTUAL INDEMNIFICATION

6.01 TOWN's Hold-Harmless Clause. TOWN agrees to hold harmless, defend, and indemnify MUSD against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was due to the acts or omissions of MUSD, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Leased Premises by TOWN or its agents, servants, or employees, including without limitation, negligent acts or omissions of TOWN.

6.02 MUSD's Hold-Harmless Clause. MUSD agrees to hold harmless, defend, and indemnify TOWN against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was due to the acts or omissions of TOWN, its agents, servants, or employees), whenever such injury, death, loss or damage is a consequence of, or arises out of the use of the Leased Premises by MUSD or its agents, servants, or employees, including without limitation, negligent acts or omissions of MUSD .

ARTICLE VII

DEFAULT AND REMEDIES

7.01 Remedies on Default. If either party breaches this Lease before the natural expiration of the term of this Lease, the nondefaulting party shall have any remedy given such party by law or equity.

7.02 Defaults. All covenants and agreements contained in this Lease are declared to be conditions to this Lease. The following shall constitute a material default and breach of this Lease:

(a) Any failure of a party to pay any amount under this Lease when due when the failure continues for ten (10) days after written notice to pay that amount or surrender possession of the Premises is served by either party on the other party to this Lease.

(b) Any failure of a party to perform any other covenant, condition, or agreement contained in this Lease when the failure is not cured within thirty (30) days after written notice of the specific failure is given by either party on the other party to this Lease.

7.03 Cumulative Remedies. The remedies granted in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized in this Lease.

7.04 Waiver of Breach. The waiver of any breach of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach either of the same or a different provision of this Lease.

ARTICLE VIII

MISCELLANEOUS

8.01 Survival of Obligations. Obligations of TOWN and MUSD to indemnify shall survive termination of this Lease.

8.02 Notices. Except as otherwise expressly provided by law, any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

If to Morongo Unified
School District

Morongo Unified School District
Attn: Business Services
5715 Utah Trail
Twentynine Palms, CA 92277

If to Town of Yucca Valley

Town of Yucca Valley
Attn: Town Manager
57090 Twentynine Palms Hwy.
Yucca Valley, CA 92284

Such addresses may be changed from time to time by either party by providing notices set forth above.

8.03 Attorneys' Fees. If any litigation, including arbitration proceedings, is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation to this Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys' and expert witnesses' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

8.04 Binding and Successors. This Lease shall be binding on and shall inure to the benefit of the administrators, successors, and assigns of MUSD and TOWN, but nothing contained in this section shall be construed as a consent by MUSD to any assignment of this Lease or any interest in this Lease by TOWN.

8.05 Time of Essence. Time is expressly declared to be of the essence in this Lease.

8.06 Recitals. The Recitals are incorporated into this agreement as though fully set forth herein.

8.07 Entire Agreement/Amendment. This instrument contains the entire agreement between MUSD and TOWN respecting the Premises, the Leased Premises the leasing of the Premises to TOWN, and there are no other promises, conditions or other agreements, whether oral or written, between the parties. The Lease may be modified or amended in writing, if the writing is signed by the parties obligated under the amendment. Said amendment shall subsequently become part of this Lease for the remainder of term thereof.

8.08 Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this Lease is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

8.09 Waiver. The failure of either party to enforce any provision of this Lease shall not be constituted as a waiver or limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Lease.

8.10 Cumulative Rights. The parties under this Lease shall not be construed as exclusive unless otherwise required by law.

8.11 Governing Law. This Lease shall be construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties have entered into this Lease as of the day set forth above.

Dated: _____, 2003

MORONGO UNIFIED SCHOOL DISTRICT

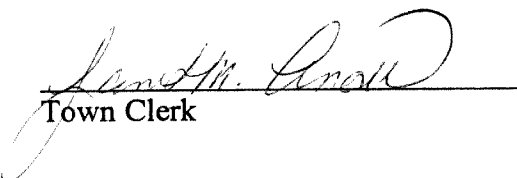
By: _____

Dated: 9-18, 2003

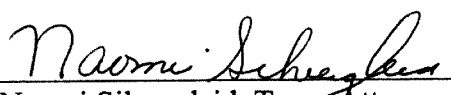
TOWN OF YUCCA VALLEY

By: 

ATTEST


Town Clerk

APPROVED AS TO FORM


Naomi Silvergleid, Town Attorney

Appendix I

DESCRIPTION OF PROPERTY

All real and personal property situated within the perimeter block walls and fence and gate structures which support the operation of the Yucca Valley High School Swimming Pool.

Appendix II

DESCRIPTION OF FACILITY

The swimming pool complex at Yucca Valley High School is situated on the south-western area of the campus improvements. It generally includes the swimming pool, pool decking, pool pump building(s) and equipment, and the existing block walls and chain link gates, etc. which segregate the pool complex from the campus proper.

Schematic diagram appears below.

(To be provided by MUSD as an attachment to the final executed lease agreement)

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("Joint Agreement") is made and entered into as of this ____ day of _____, 2003, by and between MORONGO UNIFIED SCHOOL DISTRICT ("MUSD") and the TOWN OF YUCCA VALLEY, a municipal corporation ("TOWN").

RECITALS

A. MUSD and TOWN have entered into a Lease Agreement whereby MUSD has leased to TOWN a swimming pool facility and appurtenant facilities at the Yucca Valley High School described as the Leased Premises.

B. The premises leased by TOWN does not have a locker room facility located on the Leased Premises.

C. MUSD has a locker room facility in close proximity to the Leased Premises.

D. TOWN desires that its citizens have available for their use the locker room, shower and restroom facilities located on MUSD's Premises for the purpose of persons/guests using the swimming pool to change their clothing.

E. MUSD is willing to permit the use of its locker room showers and restroom facilities by TOWN under the terms and conditions hereinafter set forth.

AGREEMENT

The parties desire this Joint Agreement to provide for terms and conditions for the joint use of the locker room facilities located on MUSD's premises, pursuant to former Education Code section 39500, et seq. and in accordance with Education Code section 35160 et seq. (The Permissive Education Code").

NOW, THEREFORE, MUSD hereby agrees to the joint use by TOWN of the use of the locker room located on MUSD's premises adjacent to the Leased Premises and described in appendix I.

ARTICLE I

TERM OF JOINT USE AGREEMENT

1.01. Original Term. The term of this Joint Agreement shall run concurrently with the terms of the lease executed between MUSD and TOWN for the lease of the Leased Premises.

ARTICLE II

CONSIDERATION

2.01. Consideration. TOWN agrees to pay MUSD annual rent for each year during the term of this Joint Agreement the amount of \$1.00 (one dollar) per year payable on October 1st of the first year this Joint Use Agreement is in effect and on July 1st of each subsequent year.

2.02. Use of Premises. TOWN shall have access to, and the right to use, the locker room facility located on MUSD's premises for the purposes of providing a suitable place for TOWN's citizens using the swimming pool to change their clothing.

ARTICLE III

SCHEDULING OF LOCKER ROOM FACILITY

3.01. Scheduling of Locker room Facility. A mutually agreeable schedule of dates and times for the use of MUSD's locker room shall be established annually in advance of the commencement of MUSD school year at a meeting between representatives of MUSD and TOWN. The schedule shall be arranged to avoid a conflict between MUSD and TOWN's use and to protect the locker room facility.

ARTICLE IV

PRIORITY OF USE

4.01. Priority of Use. Each party hereby grants to the other party a priority in the use of the locker room facility in accordance with the annual schedule approved between the parties. In the annual schedule for the use of the locker room facility, it is agreed that MUSD shall during the school day, or at other times during the school year that school activities necessitates the use of the locker room, have first priority. The TOWN shall have first priority at all other times.

ARTICLE V

JANITORIAL SERVICES

5.01. Janitorial Service. Each party at the times of use of the locker room facilities shall keep the facilities in a neat and orderly manner and shall promptly remove all trash and debris of any kind from the locker room premises. TOWN shall provide at its sole cost and expense for the cleaning of the floors, restrooms and the locker room facilities during the portion of the year that MUSD is not in session. MUSD shall provide at its sole cost and expense for the cleaning of the floors, restrooms and locker room facilities during the school year. TOWN shall

leave facilities clean and free of trash and debris during any incidental use during the school year.

ARTICLE VI

INDEMNIFICATION AND INSURANCE

The notice indemnification and insurance provisions contained in the Lease between MUSD and TOWN for the Leased Premises shall be amended to include the locker room, shower and restroom facilities and considered to be integrated and incorporated into this Joint Agreement as though fully set forth herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day set forth above.

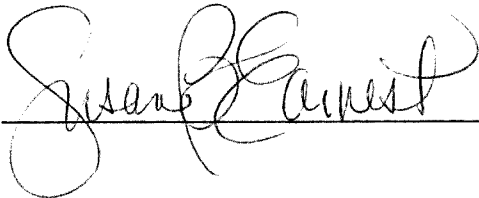
Dated: _____, 2003

MORONGO UNIFIED SCHOOL DISTRICT

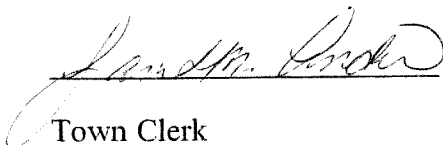
By: _____

Dated: 9-18, 2003

TOWN OF YUCCA VALLEY

By: 

ATTEST


Town Clerk

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("Joint Agreement") is made and entered into as of this 1st day of October, 2003, by and between MORONGO UNIFIED SCHOOL DISTRICT ("MUSD") and the TOWN OF YUCCA VALLEY, a municipal corporation ("TOWN").

RECITALS

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ARTICLE VI

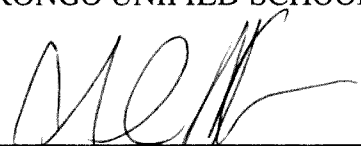
INDEMNIFICATION AND INSURANCE

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day set forth above.

Dated: 26 SEP, 2003

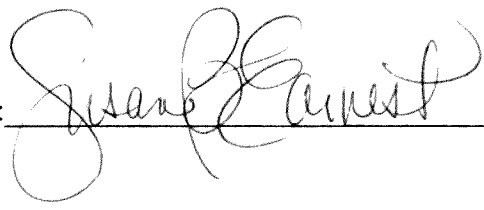
MORONGO UNIFIED SCHOOL DISTRICT

By: 

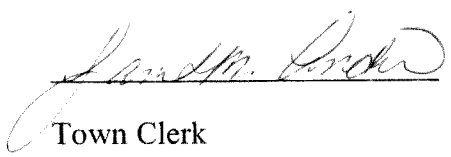
MICHAEL WALKER,
ASST. Supt. BUSINESS SERVICES

Dated: 9-18, 2003

TOWN OF YUCCA VALLEY

By: 

ATTEST


Town Clerk

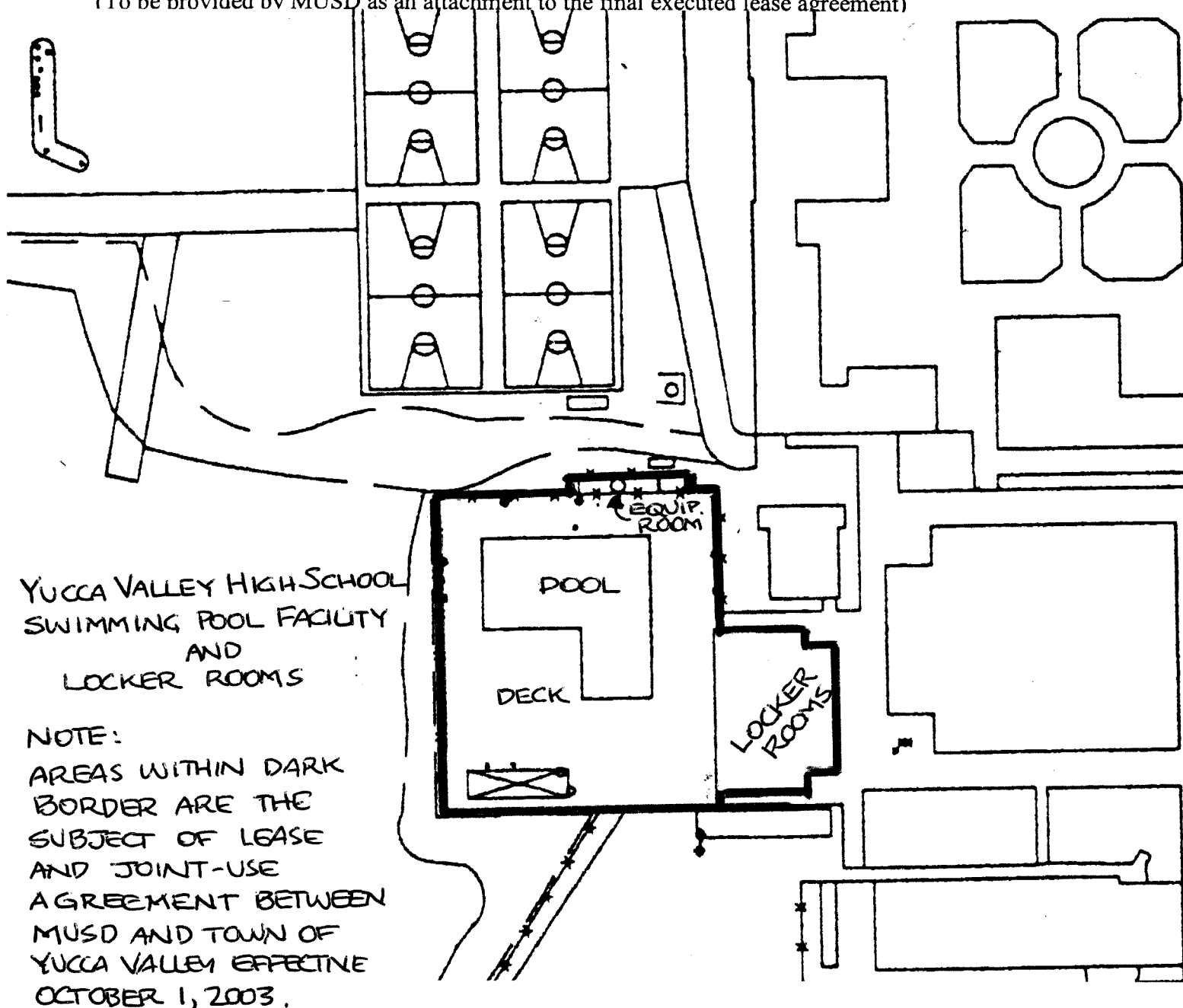
Appendix II

DESCRIPTION OF FACILITY

The swimming pool complex at Yucca Valley High School is situated on the south-western area of the campus improvements. It generally includes the swimming pool, pool decking, pool pump building(s) and equipment, and the existing block walls and chain link gates, etc. which segregate the pool complex from the campus proper.

Schematic diagram appears below.

(To be provided by MUSD as an attachment to the final executed lease agreement)



**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

October 19, 2004

**FROM: THOMAS R. LAURIN, DIRECTOR
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

**SUBJECT: CONTRACT WITH THE TOWN OF YUCCA VALLEY AND THE MORONGO
UNIFIED SCHOOL DISTRICT, FOR POOL IMPROVEMENTS TO YUCCA
VALLEY HIGH SCHOOL POOL - THIRD DISTRICT**

RECOMMENDATION: Approve contract **Agreement No. 04-1071** with the Town of Yucca Valley and the Morongo Unified School District, for pool improvements to Yucca Valley High School swimming pool located at 7600 Sage Avenue, in the Town of Yucca Valley in the amount of \$129,850, and for maintenance and operation of the pool for the benefit of the residents living in the Town of Yucca Valley and surrounding communities.

BACKGROUND INFORMATION: Each year the County receives an entitlement grant under the Community Development Block Grant (CDBG) program to allow the funding of activities that benefit low- and moderate-income persons. During the preparation of the County's annual CDBG program application, interested groups, including community-based organizations, will submit applications to receive funding for specific projects. After an initial evaluation by ECD staff of CDBG program eligibility, project proposals are submitted to the Board of Supervisors for funding consideration. The list of approved project proposals is submitted to the U.S. Department of Housing and Urban Development (HUD) in the form of an annual CDBG Action Plan under the County's five-year Consolidated Plan. On April 15, 2003 (Item 65), the Board of Supervisors approved the 2003-04 Consolidated Plan which allocated \$129,850 in CDBG funds for improvements to Yucca Valley High School swimming pool. The improvements include re-plastering, leveling of the drain gutters, and re-setting pool tiles. The Yucca Valley High School swimming pool is the only public swimming facility in the Yucca Valley, Joshua Tree, and Morongo Basin area.

Under this contract, the Town of Yucca Valley will provide construction management services for the construction of the pool improvements. The Town of Yucca Valley will maintain and operate the facility for five (5) years from the date of completion of the facility improvements. The contract specifies the terms and assurances necessary for compliance with County requirements and CDBG program regulations.

REVIEW AND APPROVAL BY OTHERS: This contract has been reviewed and approved by County Counsel (Michelle D. Blakemore, Deputy County Counsel 387-5455) on September 27, 2004; the Department of Economic and Community Development (David M. Larsen, Contract Compliance Designee 388-0959) on October 4, 2004; and by the County Administrative Office (Patricia M. Cole, Administrative Analyst III 387-5346) on October 7, 2004.

cc: ECD – Laurin
ECD – Anderson w/Agreement
Contractors – c/o ECD
w/Agreement
CAO – Cole
County Counsel – Blakemore
Auditor – Valdez w/Agreement
Risk Management
IDS – w/Agreement
ED/PSG – Kanold
File – w/Agreement

/tu

Record of Action of the Board of Supervisors
Agreement No. 04-1071

APPROVED (CONSENT CALENDAR)
BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	AYE	AYE	AYE	MOVE
	1	2	3	5

J. RENEE BASTIAN, CLERK OF THE BOARD

BY 

DATED: October 19, 2004

CONTRACT WITH THE TOWN OF YUCCA VALLEY AND THE MORONGO UNIFIED SCHOOL DISTRICT, FOR POOL IMPROVEMENTS TO YUCCA VALLEY HIGH SCHOOL POOL - THIRD DISTRICT

October 19, 2004

Page 2 of 2

FINANCIAL IMPACT: CDBG funds in the amount of \$129,850 have been allocated for this project and were budgeted in the Department's FY 2004-05 Budget (SBA-ECD). This action has no effect on the County General Fund.

COST REDUCTION REVIEW: The County Administrative Office has reviewed this agenda item and concurs with the Department's proposal and recommends this action based on the contract being fully funded by CDBG federal funds.

SUPERVISORIAL DISTRICT(S): 3rd.

PRESENTER: Thomas R. Laurin, Director, 388-0808.



FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	Vendor Code TOWNOFY145	SC	Dept. A	Contract Number 04-1071		
County Department Economic and Community Development			Dept. ECD	Orgn. PROJ	Contractor's License No.	
County Department Contract Representative THOMAS R. LAURIN/Bryan Anderson			Telephone 388-0808		Total Contract Amount \$129,850	
Contract Type ☐ Revenue ☐ Encumbered ☒ Unencumbered ☐ Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date 10/19/04	Contract End Date 10/19/09	Original Amount \$129,850	Amendment Amount	
Fund SBA	Dept. ECD	Organization PROJ	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No. 2470	Amount \$129,850
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name			Estimated Payment Total by Fiscal Year			
Yucca Valley: Rehabilitation			FY 04-05	Amount \$129,850	I/D	FY
of Yucca Valley High School						
Swimming Pool #123-29202/2470						
Contract Type 2(g)						

County of San Bernardino

F A S

CONTRACT TRANSMITTAL

CONTRACTOR

*Town of Yucca Valley

**Morongo Unified School District

Federal ID No. or Social Security No.

*33-0490145

Contractor's Representative

*James Schooler, Director of Community Services

**Morongo Unified School District

Address

*57090 Twentynine Palms Highway, Yucca Valley, CA 92284

Phone

*(760) 369-7211

**5715 Utah Trail, Twentynine Palms, CA 92277

**(760) 367-0715

Nature of Contract: (Briefly describe the general terms of the contract)

The purpose of this Agreement among the County of San Bernardino, the Town of Yucca Valley, and the Morongo Unified School District, is to provide for rehabilitation improvements to the Yucca Valley High School swimming pool located at 7600 Sage Avenue in the Town of Yucca Valley. The County of San Bernardino will provide \$129,850 in Community Development Block Grant (CDBG) funds for rehabilitation of the swimming pool. The pool is located in Yucca Valley High School and is leased to the Town of Yucca Valley. The Town of Yucca Valley will be responsible for maintenance and operation of the facility at their sole expense for no less than five (5) years following the execution of the attached contract. The County of San Bernardino may delegate construction management services for the project to the Town of Yucca Valley under the existing Town-County Delegate Agency Agreement. The Town of Yucca Valley seeks to rehabilitate the pool because the pool is the only public swimming facility in the Town of Yucca Valley and the surrounding areas of the Third Supervisorial District.

The attached contract consists of 8 pages.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)

County Counsel

Date

9-27-04

Reviewed as to Contract Compliance

Date

10/4/04

Presented to BOS for Signature

Department Head

Date

10/05/04

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

SAN BERNARDINO COUNTY
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
MAINTENANCE AND OPERATION CONTRACT
WITH THE TOWN OF YUCCA VALLEY
AND MORONGO UNIFIED SCHOOL DISTRICT

This Contract is made and entered into, by and among San Bernardino County, hereinafter referred to as "COUNTY", the Town of Yucca Valley, hereinafter referred to as "TOWN", and the Morongo Unified School District, hereinafter referred to as "SCHOOL".

WHEREAS, COUNTY has entered into a contract with the United States of America through its Department of Housing and Urban Development (HUD) to execute COUNTY Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "ACT"; and,

WHEREAS, COUNTY Department of Economic and Community Development hereinafter referred to as "ECD", is authorized to act on behalf of COUNTY in administering COUNTY CDBG program; and,

WHEREAS, COUNTY and TOWN, have previously entered into a Town-County Delegate Agency Agreement for the implementation of eligible CDBG-funded projects on behalf of COUNTY, which was executed by TOWN and ratified by the COUNTY Board of Supervisors on July 1, 2003; and,

WHEREAS, COUNTY, TOWN, and SCHOOL recognize the public benefit in rehabilitating the pool for residents of the Town of Yucca Valley and the surrounding areas of the Third Supervisorial District; and,

WHEREAS, COUNTY Board of Supervisors has approved CDBG funding in the amount up to one hundred twenty-nine thousand eight hundred fifty dollars (\$129,850) for the rehabilitation of the Yucca Valley High School swimming pool; and,

WHEREAS, title to the pool property is vested with SCHOOL, and the pool site is leased to TOWN for the term of this contract; and,

WHEREAS, TOWN currently maintains and operates the Yucca Valley High School swimming pool at the sole expense of TOWN; and,

WHEREAS, COUNTY and SCHOOL desire to have TOWN manage and direct the construction of the rehabilitation improvements under the said Town-County Delegate Agency Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. PURPOSE OF CONTRACT

This Contract is made for the purpose of identifying the parties responsible for the construction, maintenance and operation of the Yucca Valley High School swimming pool improvements. The pool is owned by SCHOOL, leased to TOWN and is located at 7600 Sage Avenue, Yucca Valley, CA 92284 hereinafter referred to as "FACILITY".

2. SCOPE OF PROJECT

TOWN will construct rehabilitation improvements, hereinafter referred to as "IMPROVEMENTS", which includes rehabilitation of the pool site to include re-plastering, leveling of the drain gutters and re-setting pool tiles.

Additional improvements may be included only after written Contract between COUNTY, SCHOOL and TOWN. The actual scope of IMPROVEMENTS shall be limited to the amount of CDBG funding identified in Section 4, FUNDING, and may not include all items identified herein.

TOWN shall maintain and operate FACILITY to preserve the pool site for the benefit of the TOWN and surrounding residents.

Unless as specified otherwise, ECD shall have the authority to represent COUNTY regarding the terms and conditions of this Contract and the administration thereof.

3. TIME OF PERFORMANCE

This Contract shall be effective as of the date of the last of the parties hereto execute this Contract and shall continue for not less than the maintenance and operation period as specified in Section 6, MAINTENANCE AND OPERATION. In addition to the maintenance and operation period, TOWN is required to uphold the terms of the contract for an additional five (5) years after expiration of this Contract as specified in Section 21, REVERSION OF ASSETS.

4. FUNDING

COUNTY has approved CDBG funds in an amount not to exceed one hundred twenty-nine thousand eight hundred fifty dollars (\$129,850) for the purpose of constructing IMPROVEMENTS to FACILITY. Any costs to construct IMPROVEMENTS in excess of the amounts available in this section shall be the sole responsibility of TOWN. This condition however, does not preclude COUNTY, SCHOOL or TOWN from providing additional funding at its sole discretion. Payment by COUNTY will be made on a cost reimbursement basis to the TOWN as indicated in Section 5, CONSTRUCTION MANAGEMENT. Request for reimbursement shall be made to ECD and accompanied by pertinent "audit ready" supportive evidence of each expenditure and proof of payment to justify the reimbursement.

5. CONSTRUCTION MANAGEMENT

COUNTY, TOWN and SCHOOL agree TOWN shall provide construction management services necessary for the timely and successful completion of IMPROVEMENTS. Construction management services shall be included as part of IMPROVEMENTS. TOWN shall provide said construction management services under the terms and conditions of the TOWN-COUNTY Delegate Agency Agreement, Number 03-765 executed on July 1, 2003.

6. MAINTENANCE AND OPERATION

TOWN shall have sole responsibility for the maintenance and operation of FACILITY at the sole expense of TOWN for a period of not less than five (5) years beginning upon the date of completion of IMPROVEMENTS. FACILITY shall be maintained and operated at all times as a public pool as identified in Section 2, SCOPE OF PROJECT, and in accordance with federal, state and local laws, regulations and safety standards. In addition, TOWN is required to continue the use of the property for five (5) years after the period of time established in Section 3, TIME OF PERFORMANCE, as provided in Section 21, REVERSION OF ASSETS. TOWN shall be responsible for completing and submitting to COUNTY the Public Facility Certification form each year. This form will be provided by ECD.

7. ON-SITE INSPECTION

COUNTY, its officers, agents, employees, persons under contract with COUNTY and representatives of HUD, will have the privilege and right to on-site inspection of the FACILITY for the duration of this Contract. TOWN will ensure that its employees or agents furnish any information, that in the judgement of COUNTY and HUD representatives, may be relevant to a question of compliance with contractual conditions, HUD directives, or the effectiveness, legality, and achievements of the program.

8. CONTRACT COMPLIANCE

TOWN shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01, and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

9. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable federal, state and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570, Chapter V and; U.S. Office of Management and Budget Circular A-87.

10. INDEMNIFICATION

TOWN AND SCHOOL agree to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions and for any costs or expenses incurred by COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

TOWN shall indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities under taken by TOWN under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to TOWN under this Contract were improperly expended.

11. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SCHOOL shall secure and maintain a Comprehensive General Liability Insurance policy providing coverage for the FACILITY, with an endorsement specifically naming COUNTY as additionally insured.

Without in any way affecting the indemnity herein provided and in addition thereto, TOWN shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of TOWN and all risks to such persons under this Contract.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance - This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$ 3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming COUNTY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

- Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, TOWN shall require the carriers of the above required coverage to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

- Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

- Proof of Coverage - TOWN AND SCHOOL shall immediately furnish certificates of insurance to ECD evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ECD, and TOWN AND SCHOOL shall maintain such insurance from the time TOWN commence performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, TOWN AND SCHOOL shall furnish certified copies of the policies and all endorsements. TOWN shall complete and submit Contract Exhibit 1 of 1, INSURANCE INVENTORY, along with the above-required insurance documents.

12. INSURANCE REVIEW

The above insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. TOWN and LESSOR agree to execute any such amendment within thirty (30) days of receipt.

13. ADDITIONAL INSURANCE REQUIREMENTS

TOWN shall, at its sole expense, obtain and deliver to COUNTY for its approval, certification(s) or policy(s) of standard fire insurance with extended coverage and vandalism and malicious mischief endorsements for the full replacement value of IMPROVEMENTS. In the event of any damage or destruction to FACILITY covered by the insurance, TOWN shall use the entire insurance proceeds to restore FACILITY. The insurance required under this section shall be maintained by TOWN at its sole expense for the term of this Contract. Said insurance shall contain endorsements providing that the insurance company issuing the insurance will not cancel or reduce the insurance coverage without thirty (30) days prior written notice to

COUNTY. TOWN shall inform COUNTY in writing of any change, expiration or renewal of said insurance within thirty (30) days of the effective date of change.

14. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

TOWN AND SCHOOL agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytizing, as part of the activities funded under this Contract. Further, TOWN AND SCHOOL agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If TOWN AND SCHOOL conduct such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

FACILITY, however, may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

15. DISCRIMINATION

No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment by SOCIETY.

16. ASSIGNMENT AND SUBLETTING

TOWN or SCHOOL shall not assign, subordinate, or sue for financing, this Contract or any interest therein, unless COUNTY has previously given its written consent. Provided, however, that any approved assignment shall be subject to all the terms, covenants, and conditions of the Contract. If TOWN or SCHOOL attempt to effect any unauthorized assignment, or transfer occurs by operation of law, or this Contract or any interest therein is subjected to garnishment or sale under any execution of any suit or proceeding brought against or by TOWN or SCHOOL, or if TOWN or SCHOOL is adjudged bankrupt or insolvent by any court or upon TOWN making an assignment for the benefit of creditors, COUNTY may, at its option, forthwith terminate this Contract upon written notice thereof to TOWN AND SCHOOL, and thereupon, no one but COUNTY shall have any further rights hereunder.

17. HYPOTHECATION OF REAL PROPERTY

During the term of this Contract, neither TOWN, nor SCHOOL, nor its successors, shall cause to be placed or permit to be placed any encumbrance or lien on the real property covered under this Contract, or shall sell, transfer, mortgage or hypothecate FACILITY without the written authorization of COUNTY. Notwithstanding Section 18, VIOLATION OF CONTRACT, and any other provisions herein, TOWN shall reimburse COUNTY for the fair market value of IMPROVEMENTS less any portion thereof attributable to expenditures of non-CDBG funds for FACILITY, should TOWN or SCHOOL sell, hypothecate, mortgage or encumber FACILITY without the written authorization of COUNTY during the term of this Contract.

18. VIOLATION OF CONTRACT

In the event that TOWN or SCHOOL violates any of the terms and conditions of this Contract, COUNTY shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, TOWN or SCHOOL has not corrected the violation or shown acceptable cause, COUNTY has the right to terminate this Contract. It is agreed that in the event of a termination due to a violation of this Contract by TOWN or SCHOOL, TOWN or SCHOOL shall pay to COUNTY within ten (10) days of receipt of Notice of Termination, the sum of one hundred twenty-nine thousand eight hundred fifty dollars (\$129,850). Said sum is agreed to represent a reasonable endeavor by both parties hereto, to be a fair

compensation for the foreseeable losses that might result from such a breach or default. Penalties and damages covered under separate Contracts with COUNTY shall be in addition to that contained herein. Such termination shall not excuse TOWN from reimbursement provisions in Section 17, HYPOTHECATION OF REAL PROPERTY.

19. PROGRAM REPORTING AND RETENTION OF RECORDS

TOWN agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. TOWN shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by TOWN for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this contract is reported on for the final time. Said COUNTY submission will follow TOWN's final submission to COUNTY of reports identified under this paragraph. Records and accounts that pertain to something being sued or audited over must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. The starting date for retention of records on CDBG-purchased equipment begins at the end of the equipment's use, when it is disposed of or transferred. The retention period for records relating to program income begins on the last date of COUNTY fiscal year in which the income is earned. All TOWN records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. TOWN is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by the ECD Director or his designee.

20. TERMINATION BY COUNTY

Notwithstanding Section 18, VIOLATION OF CONTRACT, COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding of the Contract activity or the reprogramming of said funds as deemed necessary by COUNTY, or for the convenience of COUNTY.

21. REVERSION OF ASSETS

All real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 under this Contract must continue in the use that provides the service benefits and national objectives for which it was funded until five years after expiration of this Contract as set forth in 24 CFR 570.503, or such longer period of time as determined by COUNTY; or it must be disposed of in a manner resulting in a reimbursement to COUNTY in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Pursuant to Section 6, TOWN is solely responsible for any reimbursement to COUNTY in the event this Section 21 is invoked.

22. AMENDMENT: VARIATIONS

This writing with attachments, embodies the whole of this Contract of the parties hereto. There are no oral Contracts contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by the parties.

23. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Contract shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Contract shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

24. BINDING INTEREST

This Contract shall be binding on the parties, successors in interest, heirs and assigns.

25. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

<u>COUNTY</u>	<u>TOWN</u>	<u>SCHOOL</u>
County of San Bernardino	Town of Yucca Valley	Morongo Unified School District
Department of Economic and	Attn: Town Manager	Attn: Business Services
Community Development	57090 Twentynine Palms Hwy.	5715 Utah Trail
290 N. "D" St., Sixth Floor	Yucca Valley, CA 92284	Twentynine Palms, CA 92277
San Bernardino, CA 92415-0040		

26. EASEMENTS, TRUSTS AND WARRANTIES

- A. It is expressly understood and agreed that this Contract and all rights and privileges hereunder granted are subject to all easements and rights-of-way now existing in, to, under or over the said premises for any purpose whatsoever.
- B. In the event that this Contract or any provision thereof shall be declared null and void by a court of competent jurisdiction, COUNTY or any of their respective officers, agents or employees, or members of COUNTY Board of Supervisors shall not be liable to TOWN or to any person holding under or through him for any losses or damages of any nature whatsoever suffered or claimed to be suffered by TOWN or such person by reason of such determination.
- C. TOWN assumes all risks incident to the use and management of said premises in its present condition or in any condition thereof, which may prevail during the term of this Contract.

(continued on next page)

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- D. Any major changes required by a competent government jurisdiction to the Contract, which are beyond the control of TOWN will make the Contract terms subject to re-negotiation.
- E. It is expressly understood and agreed that COUNTY does not, in any way or for any purpose, become a partner of TOWN, or a joint venturer with TOWN.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year first written above.

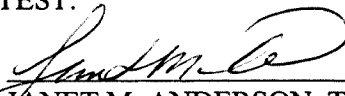
COUNTY OF SAN BERNARDINO
By: 
DENNIS HANSBERGER, Chairman
Board of Supervisors

Date: OCT 19 2004

TOWN OF YUCCA VALLEY
By: 
ROBERT LEONE, Mayor

Date: 9-16-04

ATTEST:

By: 
JANET M. ANDERSON, Town Clerk

SIGNED AND CERTIFIED THAT A COPY OF
MORONGO UNIFIED SCHOOL DISTRICT
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM

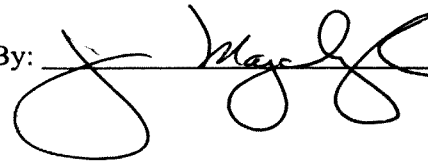
By: 
NAOMI SILVERGLEID, Town Attorney

J. RENEE BASTIAN
Clerk of the Board of Supervisors
of the County of San Bernardino

By: 

Date: _____

MORONGO UNIFIED SCHOOL DISTRICT

By: 

Date: 22 Sep 04

APPROVED AS TO LEGAL FORM

RONALD D. REITZ
County Counsel

By: 
MICHELLE D. BLAKEMORE
Deputy County Counsel for ECD

Date: 9-23-04

COUNTY OF SAN BERNARDINO DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

Project/Activity Title:Case Number: 123-29202/2470Yucca Valley: Rehabilitation of Yucca Valley High School
Swimming PoolName/Address of Contractor Agency:Date of Issue:Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA 92284X Original: Beginning
Amendment #**INSURANCE INVENTORY****WORKERS' COMPENSATION/EMPLOYERS' LIABILITY INSURANCE**

Name of Insurance Company: _____

Effective Dates: _____

Employer's Liability Limit \$ _____

Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

Name of Contractor's General Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

Name of Contractor's Automobile Liability Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Person \$ _____ Per Accident \$ _____ Damage Liability \$ _____ Combined Single Limit \$ _____

ERRORS AND OMISSIONS LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD

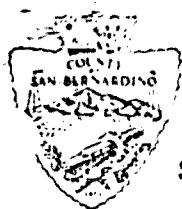
PROFESSIONAL LIABILITY INSURANCE

Name of Contractor's Insurance Company: _____

Limits of Liability Effective Dates: _____

Per Occurrence \$ _____ Additional Insured Endorsement Attached _____ Yes _____ No: On File w/ ECD

Annual Aggregate \$ _____ Certificate of Insurance Attached _____ Yes _____ No: On File w/ ECD



DISTRICT
STANDARD CONTRACT

District YUCCA VLY PARK & RECREATION DISTRICT				CONTRACT NUMBER 78-588	
District Contract Representative LARRY HARRIS				365- Ph. Ext. 2376	
Budget Unit No. 010	Sub-Object No. 9370	Fund No. 792	Job No.	Date: April 30, 2003	
Check One: ☒ Expenditure ☐ Revenue			Amount of Contract \$25.00		
S.S.A. # _____			If contract has more than one payment or receipt, complete the following.		
or Federal Employer ID # _____			Number of payments: 25		
			Estimated amount of each: \$1.00		

THIS CONTRACT is entered into in the State of California by and betwe

YUCCA VALLEY PARK AND RECREATION DISTRICT

MORONGO UNIFIED SCHOOL DISTRICT

hereinafter called SCHOOL DISTRICT

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and reverse side of form if needed. Set forth service to be of payment, time for performance or completion, determination of sat termination, other terms and conditions, and attach plans, specifications, a

This contract supersedes and cancels original Lease Agreement dated April 18, 1960.

WITNESSETH:

WHEREAS, Chapter 10 of Part 7 (Sections 10900, et seq.) of the Education Code authorizes counties, cities and school districts, to cooperate with each other in the development and execution of adequate programs of community recreation, and

WHEREAS, the said School District and the said Park District intend to carry out a joint community recreation program at least for the duration of this agreement;

NOW, THEREFORE, the said School District and the Park District hereby mutually covenant and agree, and by these presents do covenant and agree with each other as follows:

1. That the property to be leased from the Morongo Unified School District by the Yucca Valley Park and Recreation District is that portion of the Yucca Valley Elementary School Grounds lying south of the center line of the 100 foot easement for telephone lines, comprising approximately five (5) acres. The legal description of this area, known as Hi Desert Park, is "Yucca Village Unit No. 4, Tract No. 3234, Lot No. 253", as shown in Exhibit A.

Any provisions on the reverse side and referenced attachments hereof constitute a part of this contract and are incorporated herein in full.

2. That this Agreement shall be in force for a period of twenty-five years, beginning May 1, 1978, and that the Park District shall be granted the option to purchase subject property after May 1, 1987, and that the Park District shall be granted the option to renew this Agreement at the expiration of said Agreement which will be April 30, 2003.

In the event that Park District elects to purchase the subject property pursuant to the option granted herein, the purchase price shall be the fair market value of the subject property as established by an independent appraisal.

3. That the consideration for this lease shall be \$1.00 per year, due and payable on or before the first day of May.
4. That the lease is to be transferable in its entirety to a successor to the present Park District if the Park District should later become a legally constituted self-governing public park. That the lease is to be transferable in its entirety to a successor to the present School District, if such school district is formed within the statutes set forth by the State of California.
5. That should the park area cease to function as a publicly operated park, for any period of six consecutive months, at any time within the life of this lease and after a two-year development period or within twenty-five years of the date of transfer to the Park District, then the title to the property, any rights granted hereunder, together with any permanent structures or apparatus shall revert to the local school district.
6. If mutually agreed between both parties, that permanent or temporary facilities may be placed or constructed on either the Hi Desert Elementary School site portion or the Hi Desert playground portion of the property by either party, either jointly or individually.
7. Insofar as it is legally authorized, the Park District shall hold harmless and free from liability the School District, and any of its officers, agents or employees from all damages, costs or expenses which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said facilities and appurtenances, while under the supervision of the Park District. Insofar as it is legally authorized, the School District shall hold harmless and free from liability the Park District and any of its officers, agents or employees which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of use of said facilities and appurtenances while under supervision of the School District. Each agency agrees to maintain in full force and effect during the life of

the agreement insurance against liability for injury to person or property, with minimum limits of One Million Dollars (\$1,000,000.00), and shall provide a copy of its insurance policy to the other agency.

8. That this agreement may be modified, altered or voided at any time by the unanimous vote of the governing bodies of the parties hereto or their successors in joint session.
9. That the waiver of "School Purposes Only" clause in the deed be notarized and recorded.

IN WITNESS WHEREOF, the parties have hereunto affixed their names by their respective officers thereunto duly authorized.

I, LEONA RAPOPORT, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing instrument to be a full, true and correct copy of the original now on file in my office.

Dated:

LEONA RAPOPORT,
Clerk of the Board

By [Signature]
Deputy

YUCCA VALLEY PARK & RECREATION DIST.
DISTRICT

By Robert O. Jensen

Chairman, Board of Supervisors

SEP 25 1978

Dated

ATTESTED:

Esther Hockenbraugh

MORONGO UNIFIED SCHOOL DISTRICT

(Legal title of Contractor - state if corporation, company, etc.)

By Albert P. Smith

Dated Sept 7, 1978

Title Supt

Address PO Box 1209 29 Palms.

Approved as to legal form

By [Signature]

Date 7/31/78

County Counsel

02-12457-104

Reviewed as to budget expenditure

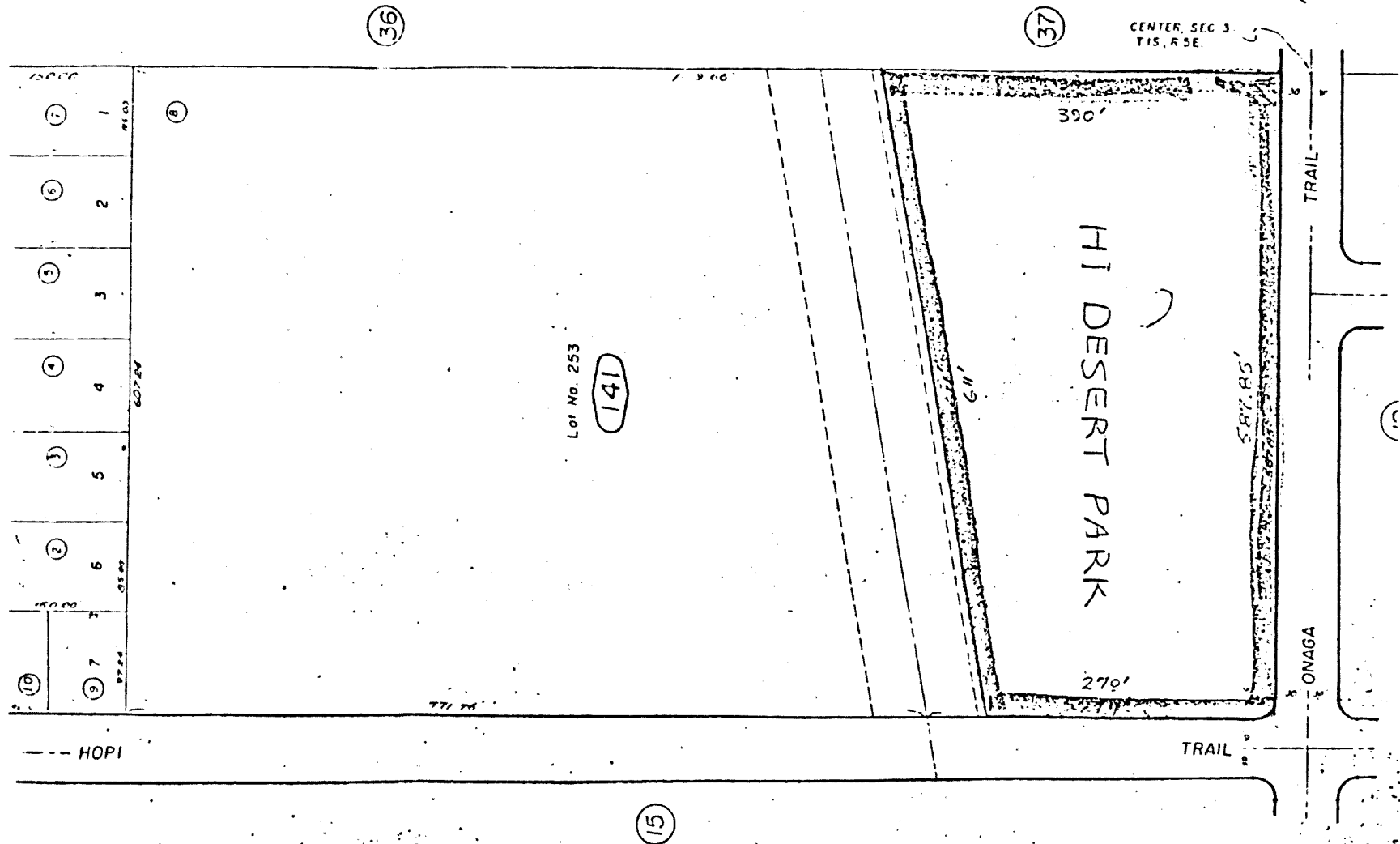
By [Signature]
County Administrative Office

Date

Page 94 of 477

Por. Yucca Village Unit No. 4, Tract 3234
MB. 43/59-62

Morongo Unified 586- J.
Tax Code Area
9406



Note-Assessor's Blk & Lot
Numbers Shown in Circles

Assessor's Map
Book 586, Page 14
San Bernardino County.

P- AGREE: #78-538: MORONGO UNIFIED SCHOOL DIST.: JT. REC. PROGRAM: YUCCA
VALLEY PK & REC DIST.: APPROVED

Acting as governing body of Yucca Valley Park and Recreation District, on motion by Supervisor Hammock, duly seconded by Supervisor Mayfield and carried, the Board of Supervisors approves agreement #78-538 between the County on behalf of said district and Morongo Unified School District, to carry out a joint community recreation program on a 5-acre school property site, known as Hi-Desert Park; further, the Board authorizes the Chairman to sign said agreement, indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Mayfield, Kamansky, Hansberger, Hammock, Townsend
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: None

(eh)

* * * * *

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ES:

I, ANDREE DISHAROON, Acting Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of
SEPTEMBER 25, 1978

Dated: 9/28/78 AD/eh

cc: EIA

Spec. Dists. w/2 agree

Auditor w/agree

School Dist. w/agree c/o

Spec. Dists.

ANDREE DISHAROON
Acting Clerk of said Board

By

Deputy



DISTRICT
STANDARD CONTRACT

District Yucca Valley Park & Recreation District				CONTRACT NUMBER 82-161	
District Contract Representative Larry Harris				365-2376 Ph. Ext.	
Budget Unit No. 010		Sub-Object No. 2210		Fund No. 792	Job No.
Check One: ☒ Expenditure ☐ Revenue				If contract has more than one payment or rec complete the following.	
S.S.A. #				Number of payments: 1	
or Federal Employer ID #				Estimated amount of each: \$ 5.00	

THIS CONTRACT is entered into in the State of California by and between the Yucca Valley
Park and Recreation District
Morongo Unified School District
hereinafter called SCHOOL DISTRICT

POOL
contract

IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and reverse side of form if needed.
of payment, time for performance or completion,
termination, other terms and conditions, and attach*

WHEREAS, Chapter 10 of Part 7 of Division 1 of Title 1 of the Education Code of the State of California and Sections 5782.2 and 5782.3 of the Public Resources Code of the State of California authorize and empower recreation and park districts and public school districts to co-operate with one another for the purpose of authorizing, promoting and conducting programs of community recreation which will contribute to the attainment of general recreation and educational objectives for children and adults of this State; and,

WHEREAS, the SCHOOL DISTRICT and the PARK DISTRICT desire to co-operate with each other and to enter into an agreement to carry out the purposes of said statutory provisions;

NOW, THEREFORE, in consideration of the covenants and premises contained herein, it is mutually agreed by and between the parties hereto as follows:

1. Swimming Pool

- (a) The SCHOOL DISTRICT shall provide a swimming pool on a site owned by the SCHOOL DISTRICT described as Government Lot 9 of Section 9, Township 1 South, Range 5 East, San Bernardino Base and Meridian, said swimming pool having been constructed pursuant to an agreement entered into by and between SCHOOL DISTRICT and PARK DISTRICT as of May 28, 1962.
- (b) Ownership of said swimming pool will revert to the SCHOOL DISTRICT on May 28, 1982.

Any provisions on the reverse side and referenced attachments hereof constitute a part of this contract and incorporated herein in full.

- (c) The SCHOOL DISTRICT will provide said swimming pool and related facilities in accordance with the terms of the Agreement to be used for Community Recreation and Physical Education activities.

2. Term and Modification

- (a) The term of this agreement is for a period of five (5) years, commencing as of May 28, 1982 in accordance with the provisions of Section I, 2 of the above-referenced agreement of May 28, 1962.
- (b) This agreement may be extended, revised, or amended by mutual action of both governing boards. Each single extension of this agreement may not exceed five (5) year periods.
- (c) This agreement may be canceled prior to its date of expiration by mutual agreement.

3. Liability

- (a) The PARK DISTRICT shall defend, hold harmless and free from liability the SCHOOL DISTRICT, its officers, agents, servants or employees while acting as such from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of negligent acts or omissions of the PARK DISTRICT in operation by the PARK DISTRICT of a community recreation program upon said premises, which includes the pool and diving board, the surrounding deck and fence, the filter and heater room areas and the boy's and girl's dressing and shower areas, and the PARK DISTRICT shall be responsible for any and all damages to all school property caused as approximate results of any recreational activity being conducted on said premises by the PARK DISTRICT. The PARK DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structure or mechanical defect in any equipment or facility furnished or constructed by the SCHOOL DISTRICT, or the negligent acts or omissions of the SCHOOL DISTRICT.
- (b) The SCHOOL DISTRICT shall defend, hold harmless and free from liability the PARK DISTRICT, members of the board, its officers, agents or employees while acting as such, from liability imposed by law because of injury to property or injury to or death of persons received or suffered by the reason of use of any of said installations or equipment, which includes the pool and diving board, the surrounding deck and fence, the filter and heater room areas and the boy's and girl's dressing and shower areas, in connection with the SCHOOL DISTRICT program or while under supervision or control of the SCHOOL DISTRICT. The SCHOOL DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structural or mechanical defect in any equipment or facility furnished or constructed by the PARK DISTRICT, or the negligent acts or omissions of the PARK DISTRICT.

4. Lease Fee

In consideration of the privileges and rights granted herein, the PARK DISTRICT shall pay to the SCHOOL DISTRICT the sum of One Dollar (\$1.00) per year, payable in full for the entire term within sixty (60) days after the effective date of the agreement.

5. Leasing and Usage Arrangements

- (a) The SCHOOL DISTRICT will provide shower and dressing rooms to be used in conjunction with the swimming pool. If the PARK DISTRICT uses the dressing rooms during periods of time other than the summer, they must have the SCHOOL DISTRICT'S permission.
- (b) The PARK DISTRICT will have full use of the pool and dressing rooms during the summer from the end of each school year to the beginning of the next school year. It may also use or rent out the pool during other than summer usage with prior approval of the SCHOOL DISTRICT. If the PARK DISTRICT uses or rents the pool during the SCHOOL DISTRICT'S scheduled usage period, there will be no charge to each other for periods totaling five days or less. If usage is for a prolonged period of time (more than five days) the cost will be split on a pro-rated basis of the percentage of usage of an eight hour day for the sixth and succeeding days.
- (c) The SCHOOL DISTRICT may use or rent out the swimming pool during the regular school year. The regular school year consists of the period commencing on the first day of school in September and lasting through the last day of school in June, including Saturdays and Sundays. Summer school is not a part of the regular school year. The SCHOOL DISTRICT may use or rent out the pool during other than the regular school year with prior approval of the PARK DISTRICT. If the SCHOOL DISTRICT uses or rents the pool during the PARK DISTRICT'S scheduled usage period, there will be no charge to the user for periods totaling five days or less. If usage is for a prolonged period of time (more than five days) the cost will be split on a pro-rated basis of the percentage of usage of an eight hour day for the sixth and succeeding days.
- (d) Example of Pro-rated Costs -
If the cost is split on a pro-rated basis of the percentage of usage of an eight hour day and the PARK DISTRICT uses the facilities for two (2) hours during the SCHOOL DISTRICT'S scheduled time, the PARK DISTRICT would reimburse the SCHOOL DISTRICT for one fourth ($1/4$) of the daily cost of that day, the daily cost being the total cost of the pool operation during the SCHOOL DISTRICT'S regularly scheduled time divided by the number of days they used it.

- (e) The amounts or periods of time for each District to use the pool shall be scheduled in writing on an annual basis. This scheduling shall be completed before April 1st of each year so that each District may appropriately plan its scheduling and financial needs.

6. Income

- (a) Income derived from rentals, admission charges and concessions operated under the supervision of the PARK DISTRICT pursuant to this agreement shall belong to the PARK DISTRICT.
- (b) Income derived from rentals, activities and events under the supervision of the SCHOOL DISTRICT pursuant to this agreement shall belong to the SCHOOL DISTRICT.

7. Operation and Maintenance

- (a) The PARK DISTRICT shall operate and maintain the pool for the entire year. It shall determine the needs of pool maintenance and preventative maintenance. The PARK DISTRICT shall obtain prior approval from the SCHOOL DISTRICT for each incident of maintenance, repair, or replacement that exceeds \$200.00.
- (b) The PARK DISTRICT shall maintain the dressing room, shower, and pool deck areas during the period of the PARK DISTRICT scheduled activities.
- (c) The SCHOOL DISTRICT shall maintain the dressing room, shower and pool deck areas during the period of the SCHOOL DISTRICT scheduled activities.
- (d) Each District shall provide adequate lifeguarding, instruction and supervision when it is using the pool and dressing rooms. Lifeguards, supervisors and instructors shall be qualified as required by law and shall hold appropriate Red Cross certification.

8. Financial Obligations and Payments

- (a) The SCHOOL DISTRICT will reimburse the PARK DISTRICT for the actual maintenance and operation expenses incurred as a result of the SCHOOL DISTRICT'S scheduled usage, which will include maintenance, supplies, chemicals, labor and other reasonable costs.
- (b) The SCHOOL DISTRICT will make payment for all utilities needed to operate and maintain the pool directly to the utility company.
- (c) The PARK DISTRICT will reimburse the SCHOOL DISTRICT for the utilities used by the PARK DISTRICT during its scheduled usage.

- (d) If the pool filter operation is shut down during the school year (as explained in Section 5,b), the special "start up" expenses such as pool pumping, sludge tank pumping, pool surface preparation, etc., will be paid by each District on a pro-rated basis according to the percentage of the total days used by each. If the pool filter is operated a portion of the school year (as explained in Section 5,b) on a minimum standby basis (2 to 3 hours per day), expenses will be paid by each District on a pro-rated basis according to the percentage of the total days used by each. Example: If the PARK DISTRICT uses the pool 100 days and the SCHOOL DISTRICT uses it 60 days during the year, then the SCHOOL DISTRICT would reimburse the PARK DISTRICT for 38 percent (60 days over 160 total days) of the costs of "start up" or standby operation.

9. Insurance

A policy of public liability insurance in the amount of One Million Dollars (\$1,000,000) or a viable self-insurance program, shall be obtained by the SCHOOL DISTRICT naming the PARK DISTRICT and COUNTY OF SAN BERNARDINO as additional named insured and protecting each District against liability to a third person by negligent acts or omissions of either District in the operation of the pool.

The PARK DISTRICT shall provide a letter attesting self-insured Public Liability in the amount of One Million Dollars (\$1,000,000) and shall name the SCHOOL DISTRICT as an additional named insured for liability due to negligent acts or omissions by the PARK DISTRICT.

10. Pool Improvements and Alterations

- (a) Any alterations or improvements to the pool, pool deck, and filter system must be by mutual consent of the Districts and shall meet the applicable requirements of the County of San Bernardino and the State of California.
- (b) Any cost of repairs or replacements to the structural portions of the pool and its drains, the pool deck, the underground piping for filtering or electrical conduit and wiring shall be shared equally by the PARK and SCHOOL DISTRICTS.
- (c) Any costs of repairs or replacements due to an Act of Nature such as an earthquake, fire, flood or lightning to the pool and its filtering equipment not covered by insurance, shall be shared equally by the PARK and SCHOOL DISTRICTS.
- (d) Any costs of repair or replacement to mechanical or swimming pool equipment or apparatus such as the filter and chlorination system and its appurtenances, diving board, railing, etc., shall be paid for on a pro-rated basis (see 8,d) for example).

11. Reimbursement

Reimbursement of a party pursuant to this agreement shall be made by the other party within sixty days after receipt of a statement therefore from the party entitled to reimbursement.

EXECUTED as of the 28th day of May, 1982.

Yucca Valley Park & Recreation District
DISTRICT

► *Frank P. [Signature]*
Chairman, Board of Supervisors

Dated APR 26 1982

ATTESTED:

► *Earlene Sprout*

Morongo Unified School District
(Legal title of Contractor — state if corporation, company)

By ► *Louis P. A. Mansur*
Louis P. A. Mansur

Dated May 13, 1982

Title Assistant Superintendent, Business

Address P.O. Box 1209, Twentynine Palms,
92277

Approved as to legal form ^{Original signed}
By Edward Duddy, ^{Dep. County Counsel} Date 3-8-82

Reviewed as to budget expenditure

County Administrative Office Date
Page 102 of 477

April 20, 1998

Shirley J. Lyon
Administrative Secretary
Morongo Unified School District
P. O. Box 1209
Twentynine Palms, CA 92277

Dear Ms. Lyon:

At their meeting of April 16, 1998 the Yucca Valley Town Council voted to renew the agreement regarding the Swimming Pool. Enclosed is your copy of the Agreement.

Sincerely,


JANET M. ANDERSON, CMC
Town Clerk



The Town of
Yucca Valley

57090 Twentynine Palms Highway • Yucca Valley, California 92284
760/369-7207 • FAX 760/369-0626



Board of Education
Phyllis Swinnerton, President
Mel Flint
Sue Meader
Donna Munoz
Bill Reeske

5715 Utah Trail (P.O. Box 1209), Twentynine Palms, CA 92277 (760) 367-9191 or 365-3394 Fax: (760) 367-7189

District Superintendent
Patricia Brown-Dempsey

April 9, 1998

Mr. Jim Schooler
Town of Yucca Valley
57090 29 Palms Highway
Yucca Valley, CA 92284

Dear Mr. Schooler:

At the regularly scheduled meeting of April 7, 1998, the Board of Education voted to renew the Agreement Regarding the Swimming Pool. Two signed copies of that Agreement are enclosed for your signature. Please sign both and return one to my office. If you have any questions, please do not hesitate to contact my office.

Sincerely,

PATRICIA BROWN-DEMPSEY
SUPERINTENDENT

Shirley J. Lyon
Administrative Secretary
Business Services

Enclosures

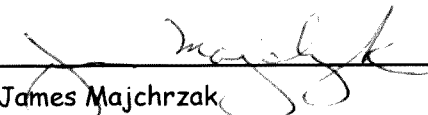
EXTENSION #3
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF YUCCA VALLEY

On May 28, 1993, the Morongo Unified School District and the Yucca Valley Park and Recreation District, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, of the Agreement, the Governing board of each District wish to extend this agreement for a period of three years, thus extending the expiration date to May 28, 2001.

All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

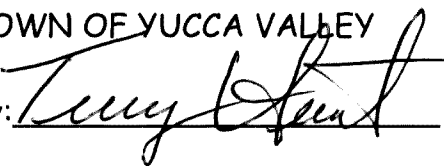
By: 
James Majchrzak

Title: Asst. Supt., Business Services

Address: P. O. Box 1209
29 Palms, CA 92277

Date: 8 Apr 1998

TOWN OF YUCCA VALLEY

By: 

Title: Mayor

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: April 16, 1998

BoE 4/7/98 ITEM # _____

**EXTENSION #4
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

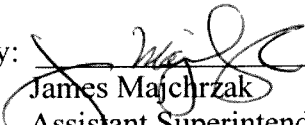
On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 2002.

All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

By: _____


James Majchrzak
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: _____


Brad Kilger
Town Manager

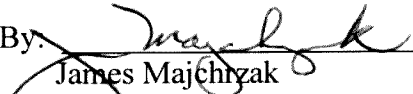
**EXTENSION #5
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

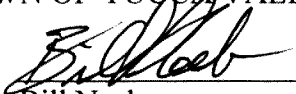
In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 2003.

All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

By: 
James Majchrzak
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: 
Bill Neeb
Mayor of Yucca Valley

**EXTENSION #5
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

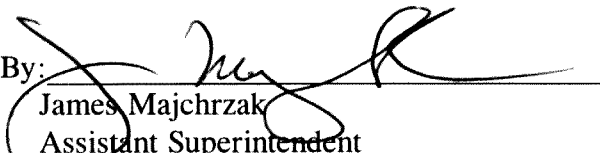
On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or its successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 2003.

All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

TOWN OF YUCCA VALLEY

By: 
James Majchrzak
Assistant Superintendent
Business Services

By: 
Bill Neeb
Mayor of Yucca Valley

**EXTENSION #6
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF YUCCA VALLEY**

May 8, 2003

On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or its successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement through August 31, 2003.

All other terms of the agreement remain as written.

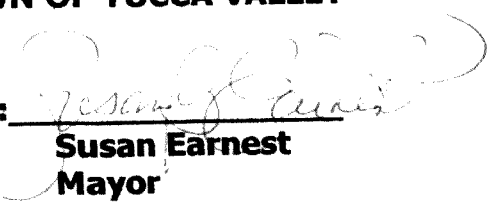
MORONGO UNIFIED SCHOOL DISTRICT

By:


**James Majchrzak
Superintendent**

TOWN OF YUCCA VALLEY

By:


**Susan Earnest
Mayor**

**EXTENSION #6
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF YUCCA VALLEY**

May 8, 2003

On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or its successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

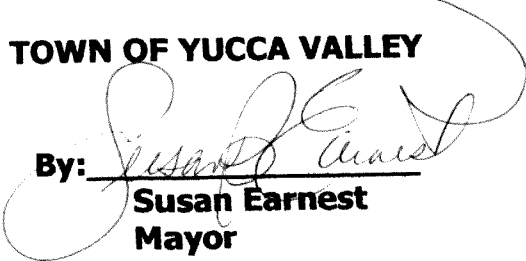
In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement through August 31, 2003.

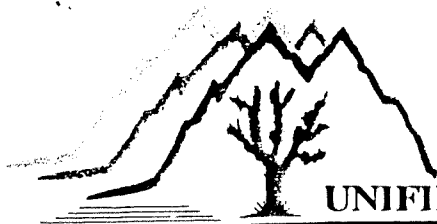
All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

By: 
James Majchrzak
Superintendent

TOWN OF YUCCA VALLEY

By: 
Susan Earnest
Mayor



MORONGO
UNIFIED SCHOOL DISTRICT

Board of Education
Lolita Mendoza, President
Mel Flint
Ken Morrison
John Pecorella
Kathy Roden

5715 Utah Trail (P.O. Box 1209), Twentynine Palms, CA 92277 (619) 367-9191 or 365-3394 Fax: (619) 367-7189

District Superintendent
John D. Dempsey

May 24, 1993

Yucca Valley Park and Recreation Department
57090 29 Palms Highway
Yucca Valley, CA 92284

Atten: Jim Schooler

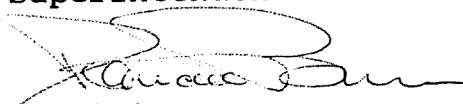
Dear Mr. Schooler:

Enclosed please find two signed copies of the Agreement Regarding the Swimming Pool which was approved by the Board of Education at their meeting on May 18, 1993. Please sign and return one to my office.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

JOHN D. DEMPSEY
Superintendent


Patricia Brown
Assistant Superintendent
Business Services

PB/sl

Enclosure

RECEIVED

MAY 25 1993

TOWN OF YUCCA VALLEY
COMMUNITY SERVICES

AGREEMENT REGARDING SWIMMING POOL

This Agreement is entered into between MORONGO UNIFIED SCHOOL DISTRICT, hereinafter called SCHOOL DISTRICT, and the YUCCA VALLEY PARK AND RECREATION DISTRICT, or it's successor, hereinafter called PARK DISTRICT.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Section 10900 et. seq., of the Education Code of the State of California and Sections 5782.2 and 5782.3 of the Public Resources Code of the State of California authorize and empower recreation and park districts and public school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreation and educational objectives for children and adults of this State; and

WHEREAS, the SCHOOL DISTRICT and the PARK DISTRICT desire to cooperate with each other and to enter into an Agreement to carry out the purposes of said statutory provisions.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, it is mutually agreed by and between the parties hereto as follows:

I. Swimming Pool:

- A. The SCHOOL DISTRICT shall provide a swimming pool and related facilities, located on the campus of Yucca Valley High School.

- B. The SCHOOL DISTRICT will provide said swimming pool and related facilities in accordance with the terms of this Agreement, to be used for community recreation and physical education activities.

II. Term and Modification:

- A. The term of this Agreement shall be for a period of one (1) year, commencing on May 28, 1993.
- B. This Agreement may be extended, revised, or amended by mutual action of both governing boards. Each single extension of this Agreement may not exceed five (5) years.
- C. This Agreement may be terminated prior to its expiration by mutual agreement of the parties.

III. Liability:

- A. The PARK DISTRICT shall hold harmless and free from liability the SCHOOL DISTRICT, its officers, agents, or employees from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of damage to property or injury to or death of persons caused by negligent acts or omissions of the PARK DISTRICT in the operation of a community recreation program upon said premises, including the pool and diving board, the surrounding deck and fence, the filter and heater room areas, and the dressing and shower areas, and the PARK DISTRICT

shall be responsible for any and all damages to school property caused by any recreational activity being conducted on said premises by the PARK DISTRICT. The PARK DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structural or mechanical defect in any equipment or facility furnished or constructed by the SCHOOL DISTRICT, or the negligent acts or omission of the SCHOOL DISTRICT, its officers, agents, or employees.

- B. The SCHOOL DISTRICT shall defend, hold harmless and free from liability the PARK DISTRICT, and the Town of Yucca Valley, their officers, agents, or employees from liability imposed by law because of damage to property or injury to or death of persons caused by the use of any of said installations or equipment, including the pool and diving board, the surrounding deck and fence, the filter and heater room areas, and the dressing and shower areas, in connection with the SCHOOL DISTRICT programs or while under supervision or control of SCHOOL DISTRICT. The SCHOOL DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structural or mechanical defect in any equipment or facility furnished or constructed by the PARK DISTRICT, or the negligent acts or omissions of the PARK DISTRICT, its officers, agents, or employees.

IV. Usage Arrangements:

- A. The SCHOOL DISTRICT will provide showers and dressing rooms to be used in conjunction with the swimming pool. If the PARK DISTRICT uses the dressing rooms during periods of time other than the summer, they must have the SCHOOL DISTRICT'S permission.
- B. The PARK DISTRICT will have full use of the pool and dressing rooms during the summer from the end of each school year to the beginning of the next school year. It may also use the pool at other times with prior approval of the SCHOOL DISTRICT. In such cases, the cost will be split on a prorated basis of the percentage of usage between the SCHOOL DISTRICT and the PARK DISTRICT.
- C. The SCHOOL DISTRICT may use or rent out the swimming pool during the regular school year. The regular school year consists of the period commencing on the first day of school in September and lasting through the last day of school in June, including Saturdays and Sundays. Summer school is not a part of the regular school year. The SCHOOL DISTRICT may use or rent out the pool at times other than the regular school year when the PARK DISTRICT is not using the pool, with prior notification to the PARK DISTRICT. In such cases, the cost will be split on a prorated basis of the

percentage of usage between the SCHOOL DISTRICT and the PARK DISTRICT.

- D. The periods of pool use for each respective District shall be scheduled in writing on an annual basis. This schedule shall be finalized by April 1 of each year so that each District may appropriately plan its scheduling and financial needs.

V. Income:

- A. Income derived from rentals, admission charges, and concessions during activities operated under the supervision of the PARK DISTRICT pursuant to this Agreement shall belong to the PARK DISTRICT.
- B. Income derived from rentals, activities, and events under the supervision of the SCHOOL DISTRICT pursuant to this Agreement shall belong to the SCHOOL DISTRICT.

VI. Operation and Maintenance:

- A. The SCHOOL DISTRICT shall operate and maintain the pool and shall determine the need for pool maintenance and preventative maintenance.
- B. The PARK DISTRICT shall maintain the dressing rooms, showers, and pool deck areas during the period of PARK DISTRICT scheduled activities.
- C. The SCHOOL DISTRICT shall maintain the dressing rooms, showers, and pool deck areas during the period of SCHOOL DISTRICT scheduled activities.

- D. Each District shall provide adequate lifeguarding, instruction and supervision when it is using the pool and dressing rooms. Lifeguards, supervisors, and instructors shall be qualified as required by law and shall hold appropriate Red Cross certification.

VII. Financial Obligations and Payments:

- A. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for the actual maintenance and operation expenses incurred as a result of the PARK DISTRICT'S scheduled usage, including maintenance supplies, chemicals, labor and other reasonable costs.
- B. The SCHOOL DISTRICT will make direct payment to the utility company for all utilities needed to operate and maintain the pool.
- C. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for the utilities used during the PARK DISTRICT'S scheduled usage.
- D. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for any costs obligated through Section IX of this agreement.

VIII. Insurance:

A policy of public liability insurance in the amount of one million dollars (\$1,000,000), or a viable self-insurance program, shall be obtained by the SCHOOL

DISTRICT naming the PARK DISTRICT and the Town of Yucca Valley as additional named insured and protecting each District against liability to a third person by negligent acts or omissions of either District in the operation of the pool.

A policy of public liability insurance in the amount of one million dollars (\$1,000,000), or a viable self-insurance program, shall be obtained by the PARK DISTRICT and the Town of Yucca Valley naming the SCHOOL DISTRICT as additional named insured and protecting each District against liability to a third person by negligent acts or omissions of either District in the operation of the pool.

IX. Pool Repairs, Improvements, and Alterations:

A. Any repairs or replacements to the pool, pool area, or pool equipment including, but not limited to, pool structure, pool drains, pool deck, underground piping for filtering or electrical conduit and wiring, filtering system, chlorination system, or appurtenances, needed due to normal wear, change in applicable code requirements, or an Act of Nature such as fire, flood, or earthquake, will be completed by the SCHOOL DISTRICT. The SCHOOL DISTRICT shall notify the PARK DISTRICT in writing of any repair or replacement which is estimated to exceed a cost of \$1,000 prior to the repair or

replacement being made. The cost of such repairs or replacements shall be shared equally by the PARK DISTRICT and the SCHOOL DISTRICT.

B. Any alterations or improvements to the pool, pool area, or pool equipment will be made by the SCHOOL DISTRICT. Written notification will be given to the PARK DISTRICT prior to beginning any alterations or improvements.

1> In the event that alterations or improvements are required to maintain compliance with current regulations, costs of the alterations or improvements will be shared equally by the PARK DISTRICT and the SCHOOL DISTRICT.

2> Any alterations or improvements which are proposed to enhance the facility, improve safety, or improve efficiency, may be completed by the SCHOOL DISTRICT. The PARK DISTRICT may share in such expenses by mutual agreement.

C. Any alterations or improvements to the pool, pool deck, and filter system shall meet the applicable requirements of the Town of Yucca Valley, County of San Bernardino or the State of California.

D. The SCHOOL DISTRICT and PARK DISTRICT will meet to discuss any repair, alteration, or improvement which is estimated to exceed a cost of \$5,000 in

order to validate the category of the expense and
to allow for proper budgeting by each Agency.

X. Reimbursement of Expenses:

Reimbursement to the SCHOOL DISTRICT pursuant to this Agreement shall be made by the PARK DISTRICT within sixty (60) days after receipt of a statement therefore from the SCHOOL DISTRICT.

MORONGO UNIFIED SCHOOL DISTRICT

BY: [Signature]

TITLE: 1st Sept Bus. Serv

Address: P. O. Box 1209
29 Palms, CA 92277

Date: 5-24-93

YUCCA VALLEY PARK AND
RECREATION DISTRICT

BY: _____

TITLE: _____

Address: _____

Date: _____

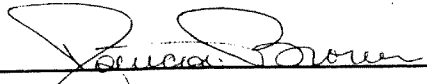
**EXTENSION TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
and
THE TOWN OF YUCCA VALLEY**

On May 28, 1993, the Morongo Unified School District and the Yucca Valley Park and Recreation District, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, the Governing Boards of each agreeing party wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 1995.

All other terms of the agreement remain as written.

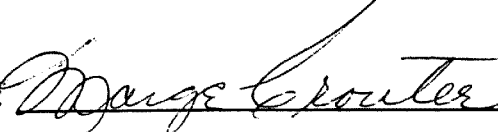
**MORONGO UNIFIED
SCHOOL DISTRICT**

By: 
Title: Asst Supt

Address: P. O. Box 1209
29 Palms, CA 92277

Date: April 21, 1994

TOWN OF YUCCA VALLEY

By: 
Title: Mayor

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: April 21, 1994

**EXTENSION # 2
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
and
THE TOWN OF YUCCA VALLEY**

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In accordance with Section II, Part B, of the Agreement, the Governing Boards of each District wish to extend this agreement for a period of three years, thus extending the expiration date to May 28, 1998.

All other terms of the agreement remain as written.

**MORONGO UNIFIED
SCHOOL DISTRICT**

By: _____

Patricia Brown-Dempsey

Title: Assistant Supt., Bus. Services

Address: P. O. Box 1209
29 Palms, CA 92277

Date: _____

July 19, 1995

TOWN OF YUCCA VALLEY

By: _____

Robert H. Harbott

Title: _____

Mayor Pro Tem

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: _____

August 3, 1995

EXTENSION #3
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF YUCCA VALLEY

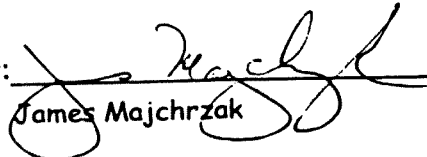
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All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

TOWN OF YUCCA VALLEY

By: 
James Majchrzak

By: _____

Title: Asst. Supt. Business Services

Title: _____

Address: P. O. Box 1209
29 Palms, CA 92277

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: 8 Apr 1998

Date: _____

**EXTENSION #4
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

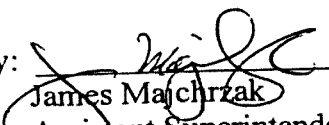
On May 28, 1993, the Morongo Unified School District and the Town of Yucca Valley Community Services Department, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, of the Agreement, the Governing Board of each District wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 2002.

All other terms of the agreement remain as written.

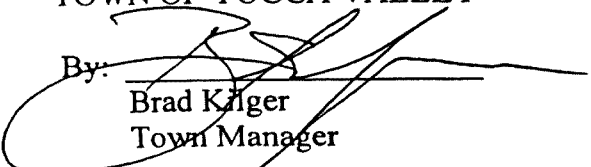
MORONGO UNIFIED SCHOOL DISTRICT

By: _____


James Majchrzak
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: _____


Brad Kilger
Town Manager

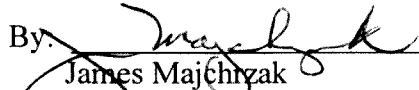
**EXTENSION #5
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

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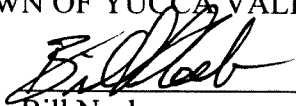
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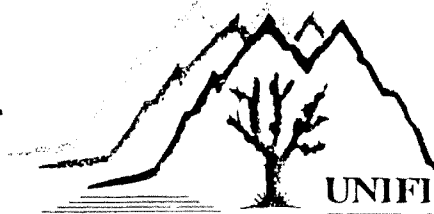
All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

By: 
James Majchrzak
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: 
Bill Neeb
Mayor of Yucca Valley



MORONGO
UNIFIED SCHOOL DISTRICT

Board of Education
Lolita Mendoza, President
Mel Flint
Ken Morrison
John Pecorella
Kathy Roden

5715 Utah Trail (P.O. Box 1209), Twentynine Palms, CA 92277 (619) 367-9191 or 365-3394 Fax: (619) 367-7189

District Superintendent
John D. Dempsey

May 24, 1993

Yucca Valley Park and Recreation Department
57090 29 Palms Highway
Yucca Valley, CA 92284

Atten: Jim Schooler

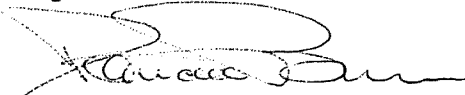
Dear Mr. Schooler:

Enclosed please find two signed copies of the Agreement Regarding the Swimming Pool which was approved by the Board of Education at their meeting on May 18, 1993. Please sign and return one to my office.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

JOHN D. DEMPSEY
Superintendent


Patricia Brown
Assistant Superintendent
Business Services

PB/sl

Enclosure

RECEIVED

MAY 25 1993

TOWN OF YUCCA VALLEY
COMMUNITY SERVICES

AGREEMENT REGARDING SWIMMING POOL

This Agreement is entered into between MORONGO UNIFIED SCHOOL DISTRICT, hereinafter called SCHOOL DISTRICT, and the YUCCA VALLEY PARK AND RECREATION DISTRICT, or it's successor, hereinafter called PARK DISTRICT.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, Section 10900 et. seq., of the Education Code of the State of California and Sections 5782.2 and 5782.3 of the Public Resources Code of the State of California authorize and empower recreation and park districts and public school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreation and educational objectives for children and adults of this State; and

WHEREAS, the SCHOOL DISTRICT and the PARK DISTRICT desire to cooperate with each other and to enter into an Agreement to carry out the purposes of said statutory provisions.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, it is mutually agreed by and between the parties hereto as follows:

I. Swimming Pool:

- A. The SCHOOL DISTRICT shall provide a swimming pool and related facilities, located on the campus of Yucca Valley High School.

- B. The SCHOOL DISTRICT will provide said swimming pool and related facilities in accordance with the terms of this Agreement, to be used for community recreation and physical education activities.

II. Term and Modification:

- A. The term of this Agreement shall be for a period of one (1) year, commencing on May 28, 1993.
- B. This Agreement may be extended, revised, or amended by mutual action of both governing boards. Each single extension of this Agreement may not exceed five (5) years.
- C. This Agreement may be terminated prior to its expiration by mutual agreement of the parties.

III. Liability:

- A. The PARK DISTRICT shall hold harmless and free from liability the SCHOOL DISTRICT, its officers, agents, or employees from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of damage to property or injury to or death of persons caused by negligent acts or omissions of the PARK DISTRICT in the operation of a community recreation program upon said premises, including the pool and diving board, the surrounding deck and fence, the filter and heater room areas, and the dressing and shower areas, and the PARK DISTRICT

shall be responsible for any and all damages to school property caused by any recreational activity being conducted on said premises by the PARK DISTRICT. The PARK DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structural or mechanical defect in any equipment or facility furnished or constructed by the SCHOOL DISTRICT, or the negligent acts or omission of the SCHOOL DISTRICT, its officers, agents, or employees.

- B. The SCHOOL DISTRICT shall defend, hold harmless and free from liability the PARK DISTRICT, and the Town of Yucca Valley, their officers, agents, or employees from liability imposed by law because of damage to property or injury to or death of persons caused by the use of any of said installations or equipment, including the pool and diving board, the surrounding deck and fence, the filter and heater room areas, and the dressing and shower areas, in connection with the SCHOOL DISTRICT programs or while under supervision or control of SCHOOL DISTRICT. The SCHOOL DISTRICT shall not be bound by the provisions of this paragraph in the event such injury or death is caused by reason of a structural or mechanical defect in any equipment or facility furnished or constructed by the PARK DISTRICT, or the negligent acts or omissions of the PARK DISTRICT, its officers, agents, or employees.

IV. Usage Arrangements:

- A. The SCHOOL DISTRICT will provide showers and dressing rooms to be used in conjunction with the swimming pool. If the PARK DISTRICT uses the dressing rooms during periods of time other than the summer, they must have the SCHOOL DISTRICT'S permission.
- B. The PARK DISTRICT will have full use of the pool and dressing rooms during the summer from the end of each school year to be beginning of the next school year. It may also use the pool at other times with prior approval of the SCHOOL DISTRICT. In such cases, the cost will be split on a prorated basis of the percentage of usage between the SCHOOL DISTRICT and the PARK DISTRICT.
- C. The SCHOOL DISTRICT may use or rent out the swimming pool during the regular school year. The regular school year consists of the period commencing on the first day of school in September and lasting through the last day of school in June, including Saturdays and Sundays. Summer school is not a part of the regular school year. The SCHOOL DISTRICT may use or rent out the pool at times other than the regular school year when the PARK DISTRICT is not using the pool, with prior notification to the PARK DISTRICT. In such cases, the cost will be split on a prorated basis of the

percentage of usage between the SCHOOL DISTRICT and the PARK DISTRICT.

- D. The periods of pool use for each respective District shall be scheduled in writing on an annual basis. This schedule shall be finalized by April 1 of each year so that each District may appropriately plan its scheduling and financial needs.

V. Income:

- A. Income derived from rentals, admission charges, and concessions during activities operated under the supervision of the PARK DISTRICT pursuant to this Agreement shall belong to the PARK DISTRICT.
- B. Income derived from rentals, activities, and events under the supervision of the SCHOOL DISTRICT pursuant to this Agreement shall belong to the SCHOOL DISTRICT.

VI. Operation and Maintenance:

- A. The SCHOOL DISTRICT shall operate and maintain the pool and shall determine the need for pool maintenance and preventative maintenance.
- B. The PARK DISTRICT shall maintain the dressing rooms, showers, and pool deck areas during the period of PARK DISTRICT scheduled activities.
- C. The SCHOOL DISTRICT shall maintain the dressing rooms, showers, and pool deck areas during the period of SCHOOL DISTRICT scheduled activities.

- D. Each District shall provide adequate lifeguarding, instruction and supervision when it is using the pool and dressing rooms. Lifeguards, supervisors, and instructors shall be qualified as required by law and shall hold appropriate Red Cross certification.

VII. Financial Obligations and Payments:

- A. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for the actual maintenance and operation expenses incurred as a result of the PARK DISTRICT'S scheduled usage, including maintenance supplies, chemicals, labor and other reasonable costs.
- B. The SCHOOL DISTRICT will make direct payment to the utility company for all utilities needed to operate and maintain the pool.
- C. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for the utilities used during the PARK DISTRICT'S scheduled usage.
- D. The PARK DISTRICT will reimburse the SCHOOL DISTRICT for any costs obligated through Section IX of this agreement.

VIII. Insurance:

A policy of public liability insurance in the amount of one million dollars (\$1,000,000), or a viable self-insurance program, shall be obtained by the SCHOOL

DISTRICT naming the PARK DISTRICT and the Town of Yucca Valley as additional named insured and protecting each District against liability to a third person by negligent acts or omissions of either District in the operation of the pool.

A policy of public liability insurance in the amount of one million dollars (\$1,000,000), or a viable self-insurance program, shall be obtained by the PARK DISTRICT and the Town of Yucca Valley naming the SCHOOL DISTRICT as additional named insured and protecting each District against liability to a third person by negligent acts or omissions of either District in the operation of the pool.

IX. Pool Repairs, Improvements, and Alterations:

A. Any repairs or replacements to the pool, pool area, or pool equipment including, but not limited to, pool structure, pool drains, pool deck, underground piping for filtering or electrical conduit and wiring, filtering system, chlorination system, or appurtenances, needed due to normal wear, change in applicable code requirements, or an Act of Nature such as fire, flood, or earthquake, will be completed by the SCHOOL DISTRICT. The SCHOOL DISTRICT shall notify the PARK DISTRICT in writing of any repair or replacement which is estimated to exceed a cost of \$1,000 prior to the repair or

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B. Any alterations or improvements to the pool, pool area, or pool equipment will be made by the SCHOOL DISTRICT. Written notification will be given to the PARK DISTRICT prior to beginning any alterations or improvements.

1> In the event that alterations or improvements are required to maintain compliance with current regulations, costs of the alterations or improvements will be shared equally by the PARK DISTRICT and the SCHOOL DISTRICT.

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C. Any alterations or improvements to the pool, pool deck, and filter system shall meet the applicable requirements of the Town of Yucca Valley, County of San Bernardino or the State of California.

D. The SCHOOL DISTRICT and PARK DISTRICT will meet to discuss any repair, alteration, or improvement which is estimated to exceed a cost of \$5,000 in

order to validate the category of the expense and
to allow for proper budgeting by each Agency.

X. Reimbursement of Expenses:

Reimbursement to the SCHOOL DISTRICT pursuant to this Agreement shall be made by the PARK DISTRICT within sixty (60) days after receipt of a statement therefore from the SCHOOL DISTRICT.

MORONGO UNIFIED SCHOOL DISTRICT

BY: [Signature]

TITLE: Asst Supt Bus. Serv.

Address: P. O. Box 1209
29 Palms, CA 92277

Date: 5-24-93

**YUCCA VALLEY PARK AND
RECREATION DISTRICT**

BY: _____

TITLE: _____

Address: _____

Date: _____

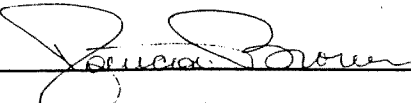
**EXTENSION TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
and
THE TOWN OF YUCCA VALLEY**

On May 28, 1993, the Morongo Unified School District and the Yucca Valley Park and Recreation District, or it's successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

In accordance with Section II, Part B, the Governing Boards of each agreeing party wish to extend this agreement for a period of one year, thus extending the expiration date to May 28, 1995.

All other terms of the agreement remain as written.

**MORONGO UNIFIED
SCHOOL DISTRICT**

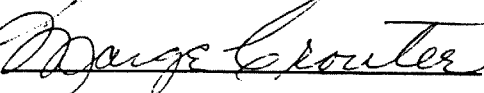
By: 

Title: Asst Supt

Address: P. O. Box 1209
29 Palms, CA 92277

Date: April 21, 1994

TOWN OF YUCCA VALLEY

By: 

Title: Margn

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: April 21, 1994

**EXTENSION # 2
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
and
THE TOWN OF YUCCA VALLEY**

On May 28, 1993, the Morongo Unified School District and the Yucca Valley Park and Recreation District, or its successor, entered into an agreement for joint use of the swimming pool at Yucca Valley High School.

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All other terms of the agreement remain as written.

**MORONGO UNIFIED
SCHOOL DISTRICT**

By: _____

Patricia Brown-Dempsey

Title: Assistant Supt., Bus. Services

Address: P. O. Box 1209
29 Palms, CA 92277

Date: July 19, 1995

TOWN OF YUCCA VALLEY

By: _____

Robert H. Harbott

Title: Mayor R. Harbott

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: August 3, 1995

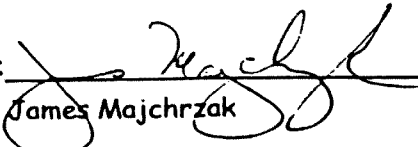
EXTENSION #3
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
THE TOWN OF YUCCA VALLEY

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All other terms of the agreement remain as written.

MORONGO UNIFIED SCHOOL DISTRICT

By: 
James Majchrzak

Title: Asst. Supt., Business Services

Address: P. O. Box 1209
29 Palms, CA 92277

Date: 8 Apr 1998

TOWN OF YUCCA VALLEY

By: _____

Title: _____

Address: 57090 29 Palms Hwy.
Yucca Valley, CA 92284

Date: _____

**EXTENSION #4
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

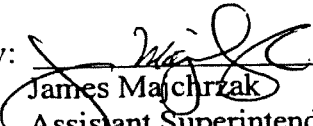
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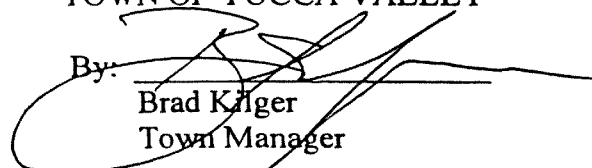
MORONGO UNIFIED SCHOOL DISTRICT

By: _____


James Majchrzak
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: _____


Brad Kilger
Town Manager

**EXTENSION #5
TO AGREEMENT
REGARDING SWIMMING POOL
BETWEEN MORONGO UNIFIED SCHOOL DISTRICT
AND
TOWN OF YUCCA VALLEY**

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MORONGO UNIFIED SCHOOL DISTRICT

By: 
James Majcherek
Assistant Superintendent
Business Services

TOWN OF YUCCA VALLEY

By: _____
Bill Neeb
Mayor of Yucca Valley

High School Pool Facility Turnover Checklist and Sign-Off Form

Facility: HS Pool
 Location: Yucca Valley
 Date of Turnover: 9/10/26
 Receiving Agency: MUSD
 Transferring Agency: TO YV

1. Documentation Transfer

Item	Complete	Comments
Health department inspection reports provided	☒	Send over <u>Handled</u>
Chemical inventory records provided	☒	
Maintenance logs provided	☒	
Equipment manuals and warranties provided	☐	<u>N/A</u>
Recent water quality testing records provided	☒	

2. Pool Equipment Condition

Item	Complete	Comments
Main circulation pumps operational	☒	
Filters operational and inspected	☒	
Chemical feed systems operational	☒	
Heaters operational	☒	
Backwash system inspected	☒	

3. Chemical Storage & Hazardous Materials

Item	Complete	Comments
------	----------	----------

Chemical inventory documented	☒	
Chlorine storage inspected	☒	
Acid storage inspected	☒	

5. Facility Condition

Item	Complete	Comments
Pool deck inspected	☒	
Fencing and gates operational	☒	

6. Keys and Access Control

Item	Complete	Comments
Mechanical keys transferred	☒	
Inventory of keys completed	☒	

7. Financial and Contractual Matters

Item	Complete	Comments
Outstanding invoices identified	☒	
Service agreements transferred or terminated	☒	
Pending repairs disclosed	☒	

Outstanding Deficiencies / Punch List

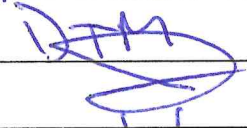
Turnover Acceptance Sign-Off

The undersigned acknowledge that a joint inspection of the facility was conducted and that all information known at the time of transfer has been disclosed.

Transferring Agency Representative

Name: Frank J. Wickro

Title: ~~ITM~~

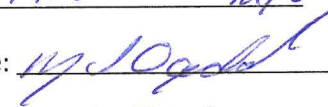
Signature: 

Date: 9/8/26

Receiving School District Representative

Name: MIKE OGDAL

Title: DIRECTOR m/s

Signature: 

Date: 9-8-26

Witness (Optional)

Name: _____

Signature: _____

Date: _____

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



To: Town Council

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

Date: September 8, 2026

Meeting Date: September 15, 2026

Subject: Authorization to Release Request for Proposal for Landscape Maintenance Services

Recommendation:

Authorize the release of Request for Proposal, subject to minor modifications, for Landscape Maintenance Services along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, Town facilities and parks.

Prior Review:

On January 16, 2024, the Town Council:

- Authorized and approved the first amendment to the contract with Mariposa Landscapes, Inc., increasing total compensation from \$94,728.00 to \$109,593.60 annually and extending the contract period for three (3) years ending December 31, 2026;
- Authorized an annual CPI Increase not to exceed 5% annually on the contract; and
- Authorized the Mayor, Town Manager, and Town Attorney to sign all necessary documents for the contract amendment.

On October 18, 2022, the Town Council:

- Adopted Resolution No. 22-45 amending the FY 22-24 Amended Budget appropriating \$21,000.00 from the Unassigned General Fund Reserve Fund Balance to the General Fund Animal Shelter account number 001-30-7110 and appropriating \$26,000.00 from the Unassigned General Fund Reserve Fund Balance to the General Fund Parks Operations account number 001-58-7110 for each fiscal year of the two-year budget;
- Awarded a contract for professional services to Mariposa Landscapes, Inc, with a maximum annual contract value of \$94,728.00; and
- Authorized the Mayor, Town Manager, and Town Attorney to execute the agreement, authorizing the Town Manager to expend contingency funds, if necessary, for project

completion.

On July 19, 2022, the Town Council authorized the re-release of the Request for Proposals for Landscape Maintenance Services along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, and Town facilities and parks.

On May 17, 2022, the Town Council authorized the release of a Request for Proposals for Landscape Maintenance Services along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, and Town facilities and parks.

Discussion:

In January 2022, Town contracted for one year with Mariposa Landscapes, Inc., for the SR 62 median island landscape maintenance services. One amendment to the Agreement was approved by the Town Council in January 2024 that included increasing agreement amounts and a three-year term extension through December 31, 2026.

A Request for Proposals (RFP) has been prepared seeking competitive bids for the landscaping maintenance along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, Town facilities and parks. RFP places responsibility upon any potential selected contractor for Caltrans and Town coordination, traffic control, maintenance, and irrigation repairs.

The site locations are detailed in the RFP and include:

- Landscape and concrete raised median islands along SR 62 within the Town limits, Town landscape and concrete raised median islands;
- Outer-Highway segments along SR 62 within the Town limits;
- Town facilities of the Yucca Valley Aquatics and Recreation Center, Animal Shelter, Yucca Valley Branch Library, and the California Welcome Center; and,
- Remembrance Park, Founders Plaza, and the Yucca Valley Park and Ride.

The preliminary schedule for the RFP process is as follows:

Release of RFP — Wednesday, September 16, 2026

Proposal due date — Thursday, October 15, 2026

Review of Proposals — October 16 – 19, 2026

Town Council Meeting — Tuesday, November 3, 2026

Alternatives

No alternatives are recommended.

Fiscal Impact:

There are no fiscal impacts created by the release of the attached RFP, less advertising and circulation costs.

Attachments

1. Draft RFP- LANDSCAPE MAINTENANCE SERVICES- 9 8 2026
2. TC Meeting Minutes 1.16.2024
3. TC Meeting Minutes 10.18.2022
4. TC Meeting Minutes 7.19.2022
5. TC Meeting Minutes 05.17.2022

REQUEST FOR PROPOSAL (RFP)

LANDSCAPE MAINTENANCE SERVICES

TOWN OF YUCCA VALLEY



RELEASED ON WEDNESDAY, SEPTEMBER 16, 2026

PROPOSAL DUE DATE: THURSDAY, OCTOBER 15, 2026 @ 3:00 P.M.

**NOTICE INVITING SEALED PROPOSALS,
LANDSCAPE MAINTENANCE SERVICES
IN THE TOWN OF YUCCA VALLEY, CALIFORNIA**

The Town of Yucca Valley is issuing this Request for Proposals (RFP) asking for sealed proposals from qualified contractors/firms, licensed in the State of California, for the purpose of providing landscape maintenance services for median islands on State Route 62 (SR 62), outer-highway areas, Town median islands, facilities, and parks. In general, the selected contractor shall be responsible for the maintenance of existing landscaping; obtaining permits and scheduling work in coordination with Caltrans and Town staff; traffic control pursuant to Caltrans permit requirements; and landscape and minor irrigation system maintenance of raised landscaped and concrete median islands, as well as the landscape maintenance of some Town facilities and parks.

SUBMITTAL OF PROPOSALS

Two (2) copies of the proposal and one (1) electronic copy of the proposal shall be submitted in a sealed envelope.

The proposal shall contain:

1. The technical proposal responding to this RFP shall include firm qualifications, references, license, and relevant experience along with additional information requested in the proposal requirements.
2. The fee proposal responding to this RFP shall include fee schedule, subcontractors, and number of working hours, along with additional information requested in the proposal requirements.

Proposal shall be mailed or delivered to the Office of the Town Clerk, Town of Yucca Valley, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284; before **Thursday, October 15, 2026, at 3:00 P.M.** Pacific Time.

Sealed proposals must be made on the forms provided in the RFP documents and the envelope addressed to the Town of Yucca Valley and marked:

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

Proposal Deadline: Thursday, October 15, 2026, at 3:00 P.M

NOTE: Electronic submittals will not be accepted. Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor. Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.

In this RFP, the Party submitting a bid may be referred to as Contractor, Proponent, or Bidder.

1 BACKGROUND:

The Town of Yucca Valley is issuing this Request for Proposals (RFP) from qualified contractors/firms to provide annual landscape maintenance services for State Route 62 (SR 62) median islands, outer-highway segments, and a number of Town median islands, facilities, and parks within the limits of the Town of Yucca Valley. The awarded firm will work closely with Town staff to ensure the most appropriate care and maintenance of the Town's landscaped areas described in this RFP.

It is the intent of the Town to award a Professional Services Agreement to the firm complying with all requirements of this Request for Proposal (RFP) including technical and fee proposals. The Town reserves the right to further negotiate the terms and conditions of the Agreement. The Town reserves the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the Town. The maintenance services will be awarded based on demonstrated ability and performance providing similar services and proposed fees for those services. The Professional Services Agreement may or may not be awarded to the lowest cost proposal.

2 QUALIFICATIONS OF CONTRACTORS:

Each Contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required in these specifications and shall engage in the business of providing landscape maintenance services by the use of its own trained and qualified employees, equipment, material, and supplies. Contractor shall be fully licensed in the state of California to perform the services required under this contract.

3 REFERENCES AND QUALIFICATION REQUIREMENTS:

Contractor must present evidence indicative of its ability to finance, provide, and sustain the specified landscape maintenance services to the satisfaction of the Town. Failure to include the forms provided in Section II Pre-Award Proposal Forms or any of the other requested information in this RFP may cause the proposal to be deemed non-responsive, if the Town has no prior experience with the Contractor.

- Client References
- General Business Statement
- Work History & Experience
- Requirement for Post-Proposal Supplemental Information

4 LICENSES:

Contractor shall comply with the following:

The Contractor's State License Board for the State of California has determined in writing that a C27 Landscape Contractor License is required to provide the services in these specifications. Each Contractor shall hold a valid C27 Landscape Contractor's License and any other required permit or license at the time the proposal is submitted.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

Prior to commencement of work, the awarded Contractor must obtain and maintain in effect during the term of the Agreement, a valid Town of Yucca Valley Business Registration Certificate.

5 MANDATORY PRE-PROPOSAL CONFERENCE:

A mandatory conference shall be held for the purpose of clarifying any issues and answering questions. Due to the nature of the scope of work, no proposal will be accepted from a Contractor who fails to attend the conference as scheduled. Contractors shall be required to sign in at the conference.

6 MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE:

Time: 9:30 A.M.
Date: **Thursday, October 1, 2026**
Location: Town of Yucca Valley
Community Development/Public Works Offices
58928 Business Center Drive
Yucca Valley, CA 92284

7 RECOMMENDED SITE VISITS:

The Town of Yucca Valley recommends that the contractors independently visit each site prior to the Mandatory Pre-Proposal Conference. It shall be the contractor's responsibility to examine each area and be familiar with the general condition of the site, its appurtenances, and amenities.

8 SITE LOCATIONS THAT FALL UNDER THIS RFP:

8.1 SR 62 RAISED MEDIAN ISLANDS

There are eleven (11) segments on SR 62 of raised concrete median islands. From Fairway Drive to Hermosa Avenue, there are 10,762 total linear feet of concrete median islands.

There are eight (8) segments on SR 62 of raised landscaped median islands. From Fairway Drive to Hermosa Avenue, there are 4,785 total linear feet of landscaped median islands.

8.2 OUTER-HIGHWAY AREAS AND LOCATIONS

There are seven (7) areas of outer-highway (parallel to SR 62):

Area 1: South side of SR 62, Hanford Avenue to Prescott Avenue – 17,000 SF
Area 2: North side of SR 62, SR 247 to Airway Avenue – 34,800 SF
Area 3: South side of SR 62, Joshua Lane to Airway Avenue – 36,000 SF
Area 4: North side of SR 62, Sage Avenue to Barberry Avenue – 14,854 SF
Area 5: South side of SR 62, Both Sides of Sage Avenue – 8,170 SF
Area 6: South side of SR 62, Dumosa Avenue to Joshua Lane – 32,550 SF
Area 7: North side of SR 62, Balsa Avenue to Hanford Avenue – 20,780 SF

8.3 TOWN RAISED MEDIAN ISLANDS

There are six (6) segments within the Town limits of raised median islands, five concrete medians and one landscaped median.

- Segment 1: Dumosa Avenue, SR 62 to South End of Concrete Median – 194 feet
- Segment 2: Joshua Lane, SR 62 to South End of Concrete Median – 330 feet
- Segment 3: Balsa Avenue, SR 62 to North End of Concrete Median – 363 feet
- Segment 4: Mohawk Trail from SR 62 to North End of Concrete Median – 155 feet
- Segment 5: Old Woman Springs Road from SR 62 to North End of Concrete Median – 349 feet
- Segment 6: Linda Lee Drive, SR 62 to Barron Drive of Landscape Median – 1391 feet

8.4 TOWN FACILITIES LOCATIONS

There are four (4) facilities throughout the Town:

- Facility 1: Animal Shelter, 4755 Malin Way
- Facility 2: Yucca Valley Branch Library, 57271 Twentynine Palms Highway
- Facility 3: California Welcome Center, 56711 Twentynine Palms Highway
- Facility 4: YV Aquatics & Recreation Center, 56630 Little League Drive

8.5 PARKS LOCATIONS

There are three (3) parks throughout the Town:

- Park 1: Remembrance (Triangle) Park, SR 62 at Yucca Trail and Apache Trail
- Park 2: Yucca Valley Park and Ride, 7485 Kickapoo Trail
- Park 3: Founders Plaza, Elk Trail between SR 62 & Yucca Trail

9 SCOPE OF WORK:

9.1 SR 62 MEDIAN ISLANDS AND OUTER-HIGHWAY AREAS

9.1.1 MAINTENANCE OF THE LANDSCAPE MEDIANS:

The work shall include furnishing all labor, equipment, and supplies necessary to provide landscape and irrigation maintenance services, which includes, but is not limited to weed and trash removal, plant replacement, minor irrigation system repair and maintenance for the eight (8) segments of SR 62 raised landscaped median islands and seven (7) areas of outer-highway located on the north and south sides of SR 62.

9.1.2 MAINTENANCE OF CONCRETE MEDIANS:

The work shall include furnishing all labor, equipment and supplies necessary to provide maintenance services, which includes, but is not limited to weed abatement, debris removal, and sweeping for eleven (11) segments of raised concrete median on SR 62.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

9.1.3 TRAFFIC CONTROL PLAN:

The Contractor is responsible for the preparation of traffic control plans required by Caltrans in order to obtain Caltrans Encroachment Permit(s). Traffic control plans need to be prepared and stamped by a Professional Civil Engineer licensed in California.

9.1.4 TRAFFIC CONTROL:

The Contractor is completely responsible for installation, maintenance, and removal of all traffic control required by the Caltrans Encroachment Permits. In the event the Contractor subcontracts the traffic control portion of the work, the subcontractor shall hold a valid C-31 Construction Zone Traffic Control Contractor License issued by the Contractor's State License Board for the State of California.

9.1.5 CALTRANS AND TOWN COORDINATION

The Contractor shall coordinate with Town and Caltrans staff to schedule work and to request the lane closures in accordance with Encroachment Permit requirements.

The Contractor will be required to participate in the Pre-Construction Meeting with Caltrans and Town representatives, held at the location selected by Caltrans representative, after the annual permit is approved by Caltrans.

Caltrans Double Permit Requirements:

A double permit from Caltrans will be required for the maintenance of median islands on SR 62 and outer-highway areas.

The Town will apply for a Caltrans Encroachment Permit for the landscape maintenance of median islands on SR 62 and outer-highway areas.

The Contractor must also apply for a secondary Caltrans Encroachment Permit (double permit) for the landscape maintenance of median islands on SR 62 and outer-highway areas.

Both permits are required to perform the landscape maintenance of median islands and outer-highway areas along SR 62.

9.1.6 MAINTENANCE SCHEDULE

The minimum number of required maintenance services performed on SR 62 median islands and outer-highway areas is four (4) times per year or once every three (3) months.

9.2 TOWN MEDIAN ISLANDS

9.2.1 MAINTENANCE OF THE LANDSCAPE MEDIANS:

The work shall include furnishing all labor, equipment, and supplies necessary to provide landscape and irrigation maintenance services, which includes, but not limited to weed and trash removal, plant replacement, minor irrigation system repair and maintenance for the Town segment of raised landscaped median islands located on Linda Lee Drive, between SR 62 to Barron Drive.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

9.2.2 MAINTENANCE OF CONCRETE MEDIANS:

The work shall include furnishing all labor, equipment, and supplies necessary to provide maintenance services, which includes, but is not limited to weed abatement, debris removal, and sweeping for the segments of raised concrete median within the Town limits listed in 8.3. TOWN RAISED MEDIAN ISLANDS.

9.2.3 TRAFFIC CONTROL PLAN:

The Contractor is responsible for the preparation of traffic control plans required by the Town in order to obtain the Town Encroachment Permit(s). Traffic control plans need to be prepared and stamped by a Professional Civil Engineer licensed in California.

9.2.4 TRAFFIC CONTROL:

The Contractor is completely responsible for installation, maintenance, and removal of all traffic control required by the Caltrans Encroachment Permits and shall follow the CA MUTCD standards for temporary traffic control. In the event the Contractor subcontracts the traffic control portion of the work, the subcontractor shall hold a valid C-31 Construction Zone Traffic Control Contractor License issued by the Contractor's State License Board for the State of California.

9.2.5 TOWN COORDINATION

The Contractor shall coordinate with Town staff to schedule work and to request the lane closures in accordance with Encroachment Permit requirements.

9.2.6 MAINTENANCE SCHEDULE

The minimum number of maintenance services for Town median islands is four (4) times per year or once every three (3) months.

9.3 TOWN FACILITIES AND PARKS

9.3.1 MAINTENANCE OF EXISTING FACILITIES

The work shall include trimming trees and bushes as needed, weeding, and raking as needed, weed abatement on concrete, parking lots, and landscape designed areas, repair all tree wells, irrigation checks, and small repairs, removal of all trash and debris and haul away to landfill, blow off all areas completely.

9.3.2 MAINTENANCE SCHEDULE

The above services (9.3.1) will be performed twice per month in the summer and once per month in the winter, a minimum of eighteen (18) times per year.

Summer – April, May, June, July, August, and September (twice/month).

Winter – October, November, December, January, February, and March (once/month).

Contractor must notify Parks Supervisor at least forty-eight (48) hours prior to performing maintenance services at Town Facilities and Parks.

10 PROPOSAL SUBMITTAL:**10.1 INQUIRIES/CLARIFICATIONS**

All requests for clarification for this RFP must be made in writing and directed to:

Joe Bowers – Parks Supervisor – Town of Yucca Valley

E-Mail: jbowers@yucca-valley.com

Requests for information or clarification must be received by **Thursday, October 8, 2026, at 5:00 P.M.** Clarification responses will be provided to all contractors that have expressed interest through an addendum to the RFP. The Town will not respond to verbal questions submitted by telephone or in person.

10.2 SCHEDULE FOR SUBMITTAL AND SELECTION

TASK	DATE/TIME
RFP Issued	Wednesday, September 16, 2026
Pre-RFP Mandatory Meeting	Thursday, October 1, 2026, at 9:30 A.M.
Deadline Submitting Questions	Thursday, October 8, 2026, at 5:00 P.M.
Addendum Issued	Thursday, October 10, 2026, at 5:00 P.M.
Proposal Due Date & Time	Thursday, October 15, 2026, at 3:00 P.M.
Town Review of Proposals	October 16–23, 2026
Award Contract	Wednesday, November 4, 2026

A mandatory Pre-Proposal Meeting will be held in the Community Development/Public Works Offices located at 58928 Business Center Drive, Yucca Valley, CA 92284 on **Thursday, October 1, 2026, at 9:30 A.M.** Respondents will have an opportunity at the conference to ask questions about the RFP, including Proposal requirements and procedures, the services required, and project details.

The pre-proposal meeting is **mandatory** for the prime contractor. Contractors who are interested must register as a prospective proponent by downloading the RFP package at: <https://www.yucca-valley.org/business/request-for-proposal-rfp>. There will be no charge if bidders are willing to obtain electronic copies of the maps, specifications, and other contract documents from the Town's website.

Paper copies of the maps, specifications, and other contract documents may be obtained upon payment of a non-refundable fee of \$80.00 for each set. Requests that contract documents be mailed must be accompanied by an additional shipping fee of \$20.00 or a total of \$100.00 per mailed set. The additional shipping fee will be waived if an active express mail account number is provided.

All proponents downloading or requesting maps and specifications **MUST** complete all required information on the website or at the Office of the Town Clerk to be placed on the bidder's list in the event that addenda are issued.

10.3 SUBMISSION INSTRUCTIONS

Proposal shall be mailed or delivered to the Office of the Town Clerk located at 57090 Twentynine Palms Highway, Yucca Valley, CA 92284; on or before **Thursday, October 15, 2026, at 3:00 P.M.** Pacific Time.

Sealed proposals must be made on the forms provided in the RFP documents and addressed to the Town of Yucca Valley marked:

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

Proposal Deadline: Thursday, October 15, 2026, at 3:00 P.M.

NOTE: Electronic submittals will not be accepted. Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Contractor. Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.

10.3.1 TECHNICAL PROPOSAL

The technical proposal shall contain the following information:

- **Cover Letter (1 page):** The cover letter shall include a summary of the Statement of Qualifications, including a brief description of the proposed Contractor company and Contractor's key staff to be assigned to this project.
- **Project Approach (2 pages):** A project approach for all work describing how the Contractor and any proposed subcontractor plan to accomplish the tasks described, including an estimate of the level of effort (man-hours) to be expended. This project approach should demonstrate a clear understanding of the required scope of work.
- **Contractor's Employees (1 page):** The names of the Contractor's staff to be assigned to this project, their proposed duties, and their relative experience. Any specialized experience of the firm and its personnel, relative to the required scope of work, should be mentioned here.
- **Contractor's Primary and Secondary Offices (1 page):** Contractor shall identify the physical location(s) of the Contractor's primary and secondary office locations.
- **Client References (1 page):** Contractor shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact or person for who contractor has or is providing similar services. The Town intends to contact these customers to determine reliability, contractor's performance, service quality and other information.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

- **Contractor's Proposal Form:** Business name, Contractor's name, title, contact information and signature certifying that all information in the submission is true and complete. (See Section II: – Pre-Award Proposal Forms.)
- **Conflicts of Interest:** Full disclosure of other client relationships that could present possible conflicts of interest or affect the proposed scope of work. (See Section II – Pre-Award Proposal Forms.)
- **Experience Statement:** A statement of all the important business activities of Contractor's major business, the owners' names, phone numbers, some contract information. This statement emphasizes the last five (5) years of experience in the provision of specified maintenance services at similar sized facilities and areas with similar services levels as those required for this project. Contractor's other business or professional references may be listed on a separate sheet.

In addition to successful contracts, list all contracts cancelled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Provide names, street address, telephone numbers and contact person in each instance. (See Section II – Pre-Award Proposal Forms.)

- **List of Subcontractors:** Contractor shall include in his proposal the list of subcontractors to be used on this project. (See Section II – Pre-Award Proposal Forms)

10.3.2 FEE PROPOSAL

Fee proposal shall contain the following information:

- **Schedule of Items, Quantities, and Prices Form:** A schedule of items describing all areas to provide landscaping services and number of services per year is provided in Section II – Pre-Award Proposal Forms. Contractor must acknowledge the receipt of all addenda. (See Fee Proposal – Pre-Award Proposal Forms)

Additional Information on Schedule of Items, Quantities and Prices Form

The Town reserves the right to accept and reject any or all proposals received as a result of this request; to award this Request for Proposal in part or in its entirety; to negotiate with any qualified contractor; to cancel this Request for Proposal in part or in its entirety; and to procure alternate or additional consulting services.

- **Contractor Rate Schedule:** a rate per hour for all contractor staff or labor classification participating in the project. (See Fee Proposal – Pre-Award Proposal Forms)

11 **SELECTION CRITERIA:**

The following selection criteria will be used in evaluating the proposals and selecting the successful consulting firm. This criterion is not listed in any order of priority.

Client References as described in 10.3.1 Technical Proposal.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

General Business Statement: A statement of all the important business activities of Contractor's major business. This statement should emphasize the required minimum of two consecutive years of recent experience in the provision of specified maintenance services at similar sized facilities and areas with similar services levels as those required for this Agreement.

Work History: In addition to Client References, list all contracts cancelled or not renewed within the last three (3) years, giving reason for cancellation or non-renewal. Provide names, street address, telephone numbers and contact person in each instance.

Requirement for Supplemental Information: Following evaluation of proposals, and prior to any consideration of award, the apparent responsible Contractor(s) may be required to provide supplemental information. The supplemental information will be used to evaluate the Contractor's ability to fulfill the terms of the Agreement and determine the relative values and benefits of utilizing the Contractor in lieu of Town staff.

Soundness and matter of completeness in which the proposed project approach is presented in the proposal.

Quality of work previously performed, and record of the Contractor in accomplishing their work on schedule, and within cost proposals.

Accessibility to the Contractor's office.

Costs for providing services as described in the proposal.

The Contractor shall enter into a formal agreement with the Town for the services to be rendered. A sample agreement is enclosed for your review.

The Contractor shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any requested exceptions to the standard agreement. If there are no exceptions, a statement to that effect shall be included in the proposal.

11.1 ADDITIONAL INFORMATION

11.1.1 INDEMNIFICATION:

Contractor shall indemnify, protect, defend and hold harmless the 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 cost of any kind, whether actual alleged, or threatened, including attorneys' 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor.

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

11.1.2 INDEPENDENT CONTRACTOR:

While engaging in carrying out and comply with the terms and conditions of the duties outlined in this RFP, the Contractor is an independent contractor, and not an officer, agent or employee of the Town of Yucca Valley. The personnel performing services shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Town of Yucca Valley. The Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to Social Security, income tax withholding, unemployment compensation, worker's compensation insurance, state disability insurance and all similar matters.

All services to be rendered under the Agreement by the Contractor shall be subject to the control of the Town. Contractor shall advise the Town of matters of importance and make recommendations when appropriate; however, final authority shall rest with the Town.

11.1.3 TERM OF AGREEMENT:

The Agreement awarded to the successful Contractor under this RFP shall be for a period of two (2) years beginning January 1, 2027, and ending on December 31, 2028. Upon the mutual consent of both parties, it may be extended for an additional two (2) years.

11.1.4 TERMINATION:

The Town of Yucca Valley, or the Contractor, may terminate this agreement at any time during the term, upon thirty (30) days prior written notice to the other party without further liability.

11.1.5 ADDITIONAL SIMILAR SERVICES:

The Town shall have the right at any time during the performance of the services, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work.

These additional similar services are separate from the services specifically set forth in the Scope of Work and will be negotiated between the Town and the Contractor.

No additional services will be undertaken unless a written order is first given by the Town to the Contractor, incorporating any adjustment in the Contract Sum for the actual cost of the extra services.

The Town may in its sole and absolute discretion have similar work done by other contractors.

11.1.6 OTHER:

This Request for Proposal does not commit the Town to award a contract, or to pay any costs incurred in the preparation of the proposal. The Town reserves the right to extend the due date for the proposal; to accept and reject any or all proposals received as a result of this request; to negotiate with any qualified contractor; to cancel this Request for Proposal in part or in its entirety; and to procure alternate or additional contractor

SECTION I: INSTRUCTIONS, DEFINITIONS, AND REQUIREMENTS

services. The Town may require the selected Contractor to participate in negotiations and to submit revised technical and/or fee proposals, or other revisions to their proposals as may result from negotiations.

TECHNICAL PROPOSAL – PRE-AWARD PROPOSAL FORMS

- Contractor's Technical Proposal Form
- Conflict of Interest Statement
- Experience Statement
- List of Subcontractors

SECTION II: PROPOSAL FORMS

CONTRACTOR'S TECHNICAL PROPOSAL FORM
REQUEST FOR QUALIFICATION/PROPOSAL
LANDSCAPE MAINTENANCE SERVICES

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

I/We the Undersigned, having examined this Request for Qualifications/Proposals and all associated Addenda, do hereby affirm the acceptance of the requirements of the Request for Qualification/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: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Name of Authorized Person (s): _____

Position(s) of the Person(s): _____

Proponent Authorized Signature: _____

Date: _____

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

SECTION II: PROPOSAL FORMS

CONFLICT OF INTEREST STATEMENT

The Proponent 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:

- 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 _____

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 _____

SECTION II: PROPOSAL FORMS

EXPERIENCE STATEMENT

The contractor shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the contracting business under its present business name for _____ years.
- b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.
- c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: (Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary).

1. _____

2. _____

- d. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms, or authorities):

Owner's Name : _____

Phone Number: _____

Contract Amount: \$ _____ Year Completed: _____

Type of Work: _____

Owner's Name : _____

Phone Number: _____

Contract Amount: \$ _____ Year Completed: _____

Type of Work: _____

Owner's Name : _____

Phone Number: _____

Contract Amount: \$ _____ Year Completed: _____

Type of Work: _____

Owner's Name : _____

Phone Number: _____

Contract Amount: \$ _____ Year Completed: _____

Type of Work: _____

SECTION II: PROPOSAL FORMS

LIST OF PROPOSED SUBCONTRACTORS

If awarded the contract, the bidder proposes to employ the following subcontractors, which will perform work or labor or render service to the bidder in or about the construction of the work in an amount in excess of one-half of one percent (0.50%) of the total amount bid or in the case of streets and highways work, one-half of one percent (0.50%) or ten thousand dollars (\$10,000) whichever is greater. The bidder shall not be allowed to substitute another subcontractor for the subcontractor listed below without the written approval of the Town. If no subcontract work is proposed, except within the one-half of one percent (0.50%) limit set forth above, the bidder shall so state.

Subcontractor Name : _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name : _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name : _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name : _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

Subcontractor Name : _____

Address: _____

License Number: _____ Expiration Date: _____

Description of Work to be Subcontracted: _____

SECTION II: PROPOSAL FORMS

FEE PROPOSAL – PRE-AWARD PROPOSAL FORMS

- Schedule of Items, Quantities and Prices Form
- Proponent Fee Schedule

SECTION II: PROPOSAL FORMS

SCHEDULE OF ITEMS, QUANTITIES AND PRICES FORM

(Name of Bidder)

In accordance with Town's INVITATION FOR PROPOSALS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents and any addenda, thereto, and to perform all work in the manner and time prescribed therein.

BIDDER understands that a bid is required for the entire work. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and providing the necessary insurance certificates within ten working days after the date of the Town's notice of award of contract to the BIDDER, the award of contract can be withdrawn.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

SECTION II: PROPOSAL FORMS**LANDSCAPE MAINTENANCE SERVICES
IN THE TOWN OF YUCCA VALLEY, CALIFORNIA.****FEE PROPOSAL****SR-62 MEDIAN ISLANDS, OUTER-HIGHWAY SECTIONS, TOWN MEDIAN ISLANDS,
TOWN OF YUCCA VALLEY FACILITIES AND PARKS****SR-62 Median Islands, Outer-Highway Sections & Town Median Islands Fees:**

BID ITEM	CLASSIFICATION	Services Per Year	UNIT PRICE	TOTAL
1.	SR 62 – Eleven (11) sections of concrete median islands from Fairway Drive to Hermosa Ave. 10,762 total linear feet.	4	\$	\$
2.	SR 62 – Eight (8) sections of landscape median islands from Fairway Drive to Hermosa Ave. 4,785 total linear feet.	4	\$	\$
3.	South side of SR 62 from Hanford Avenue to Prescott Avenue (17,000 SF)	4	\$	\$
4.	North side of SR 62 from SR 247 to Airway Avenue (34,800 SF)	4	\$	\$
5.	South side of SR 62, Joshua Lane to Airway Avenue (36,000 SF)	4	\$	\$
6.	North side of SR 62, Sage Avenue to Barberry Avenue (14,854 SF)	4	\$	\$
7.	South side of SR 62, Sage Avenue to Sage Avenue (8,170 SF)	4	\$	\$
8.	South side of SR 62, Dumosa Avenue to Joshua Lane (32,550 SF)	4	\$	\$
9.	North side of SR 62, Balsa Avenue to Hanford Avenue (20,780 SF)	4	\$	\$
10.	Dumosa Ave from SR 62 to South End Concrete Median 194'	4	\$	\$
11.	Joshua Lane from SR 62 to South End Concrete Median 330'	4	\$	\$
12.	Balsa Avenue from SR 62 to North End Concrete Median 363'	4	\$	\$
13.	Mohawk Trail from SR 62 to North End Concrete Median – 155 feet	4	\$	\$
14.	Old Woman Springs Road from SR 62 North End of Concrete Median – 349 feet	4	\$	\$
15.	Linda Lee Drive from SR 62 to Barron Drive Landscape Median 1,391'	4	\$	\$

SECTION II: PROPOSAL FORMS

Town Facilities and Parks Fees:

BID ITEM	CLASSIFICATION	Services Per Year	UNIT PRICE	TOTAL
16.	Animal Shelter – 4755 Malin Way	18	\$	\$
17.	Yucca Valley Branch Library – 57271 Twentynine Palms Highway	18	\$	\$
18.	California Welcome Center – 56711 Twentynine Palms Highway	18	\$	\$
19.	Remembrance (Triangle) Park	18	\$	\$
20.	Yucca Valley Park and Ride	18	\$	\$
21.	Founders Plaza – 55786 Elk Trail	18	\$	\$
22.	YV Aquatic & Recreational Center	18	\$	\$

Total Bid Amount in Numbers (Items 1-22): \$ _____

Total Bid Amount in Words (Items 1-22):

Notes:

- i. Prices shall include all work and material required in the Plans and Specifications although not specifically said on the Bid Schedule. Bids are to be submitted for the entire work.
- ii. The bidder shall set forth for lump-sum item a total for all components considered to be included in the bid item, all in clearly legible figures in the respective spaces provided for this purpose.
- iii. The contract prices paid for the work shall include full compensation for all taxes which the contractor is required to pay, whether imposed by federal, state, or local government, including, without being limited to, federal excise tax. No tax exemption certificate nor any document designed to exempt the contractor from payment of any tax will be furnished to the contractor by the Town as to any tax or labor, services, materials, transportation, or any other items furnished pursuant to the contract.
- iv. The Town of Yucca Valley retains the right to award on the basis of bids received or to reject any or all bids.
- v. No conditional bids will be accepted.

SECTION II: PROPOSAL FORMS

ADDENDUM ACKNOWLEDGEMENT STATEMENT

The undersigned hereby acknowledges the receipt of the following addendum:

None ☐ No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4 ☐ No. 5 ☐

BIDDER: _____

BY: _____ **DATE** _____

(If an individual, so state. If a firm or co-partnership, state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.)

Address

City State Zip

Dated: _____, 20____. By: _____

By: _____

By: _____

SECTION II: PROPOSAL FORMS

TOWN OF YUCCA VALLEY TECHNICAL PROVISIONS

The work to be performed under these Technical Specifications shall be in accordance with the Caltrans Maintenance Manual – Chapter E, 2014 Edition, unless otherwise specified.

1.0 SCOPE OF WORK

The work consists of:

Furnishing all labor, equipment and supplies necessary to provide landscape and irrigation maintenance services.

The work to be done by the Contractor under these Specifications will consist of performing all operations necessary for the landscape maintenance at the following locations: SR 62 raised landscaped medians, concrete median islands, outer-highway areas, Town facilities and Parks.

The Contractor will furnish all transportation, materials, equipment, labor and supplies to complete the improvements, together with the appurtenant work necessary or incidental to complete, in a workmanlike manner, the improvements as contemplated and as intended by the Specifications.

2.0 BID ITEMS

Each respective bid item and bid schedule as shown on the proposal form shall comply with all respective sections of the most current edition of Standard Specifications for Public Works Construction (2024 Green Book), its supplements, and any other publications as specified. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence. The bid will be awarded at a base bid price.

ITEM 1: STATE ROUTE 62 CONCRETE MEDIAN MAINTENANCE (11 SECTIONS)

These bid items shall include furnishing all labor, equipment and supplies necessary to provide landscape and irrigation maintenance services, which includes but is not limited to weed and trash removal, plant replacement, minor irrigation system repair and maintenance.

OCCURRENCE: Four (4) services per year.

PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

ITEM 2: STATE ROUTE 62 LANDSCAPE MEDIAN MAINTENANCE (8 SECTIONS)

These bid items shall include furnishing all labor, equipment and supplies necessary to provide maintenance services, which includes, but not limited to weed abatement, debris removal, and sweeping.

OCCURRENCE: Four (4) services per year.

PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

ITEMS 3 THROUGH 9: STATE ROUTE 62 OUTER-HIGHWAY AREAS MAINTENANCE

These bid items shall include furnishing all labor, equipment and supplies necessary to provide landscape and irrigation maintenance services, which includes, but is not limited to, weed and trash removal, plant replacement, minor irrigation system repair and maintenance.

OCCURRENCE: Four (4) services per year.

PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

ITEMS 10 through 14: TOWN CONCRETE MEDIAN MAINTENANCE

These bid items shall include furnishing all labor, equipment and supplies necessary to provide maintenance services, which includes, but not limited to weed abatement, debris removal, and sweeping.

OCCURRENCE: Four (4) services per year.

PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

ITEM 15: TOWN LANDSCAPE MEDIAN MAINTENANCE

These bid items shall include furnishing all labor, equipment and supplies necessary to provide landscape and irrigation maintenance services, which includes, but is not limited to, weed and trash removal, plant replacement, minor irrigation system repair and maintenance.

OCCURRENCE: Four (4) services per year.

PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

SECTION II: PROPOSAL FORMS

ITEMS 16 through 22: TOWN FACILITY AND PARK MAINTENANCE

These bid items shall include tree and bushes trimming as needed, weeding, and raking as needed, weed abatement on concrete, parking lots and landscape designed areas, repair all tree wells, irrigation check and small repairs, removal of all trash and debris and haul away to landfill, blow off all areas completely.

OCCURRENCE: Eighteen (18) services per year.

Services will be performed twice per month in the summer and once per month in the winter.

Summer – April, May, June, July, August, and September (Twice/month).

Winter – October, November, December, January, February, and March (Once/month).

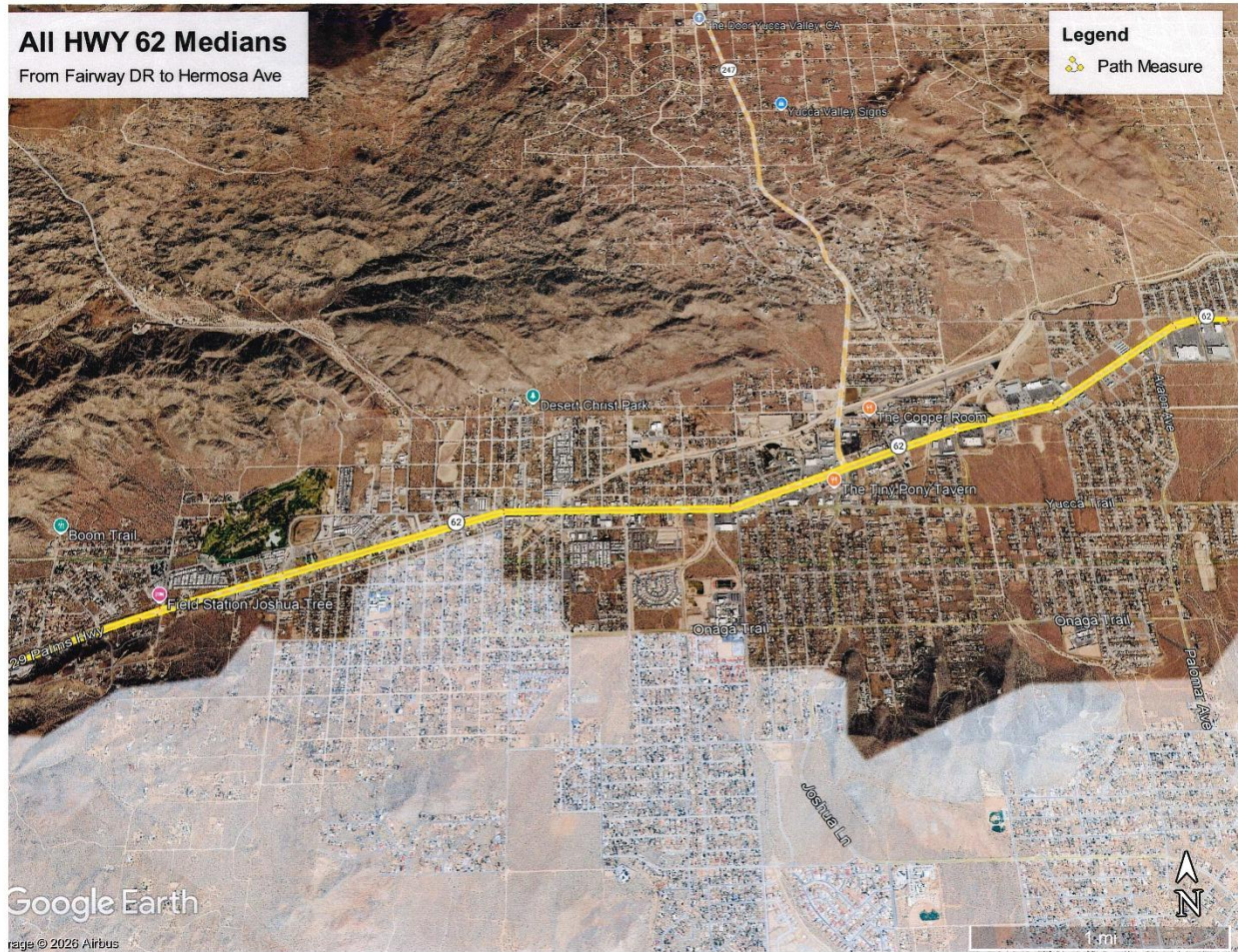
PAYMENT: The lump sum price bid shall be considered for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in landscape maintenance for these items and no additional compensation will be allowed.

LOCATION MAPS

ITEM 1.

SR 62 – 11 SECTIONS OF CONCRETE MEDIAN MAINTENANCE

Location: SR 62 from Fairway Drive to Hermosa Ave.



Concrete median maintenance includes:

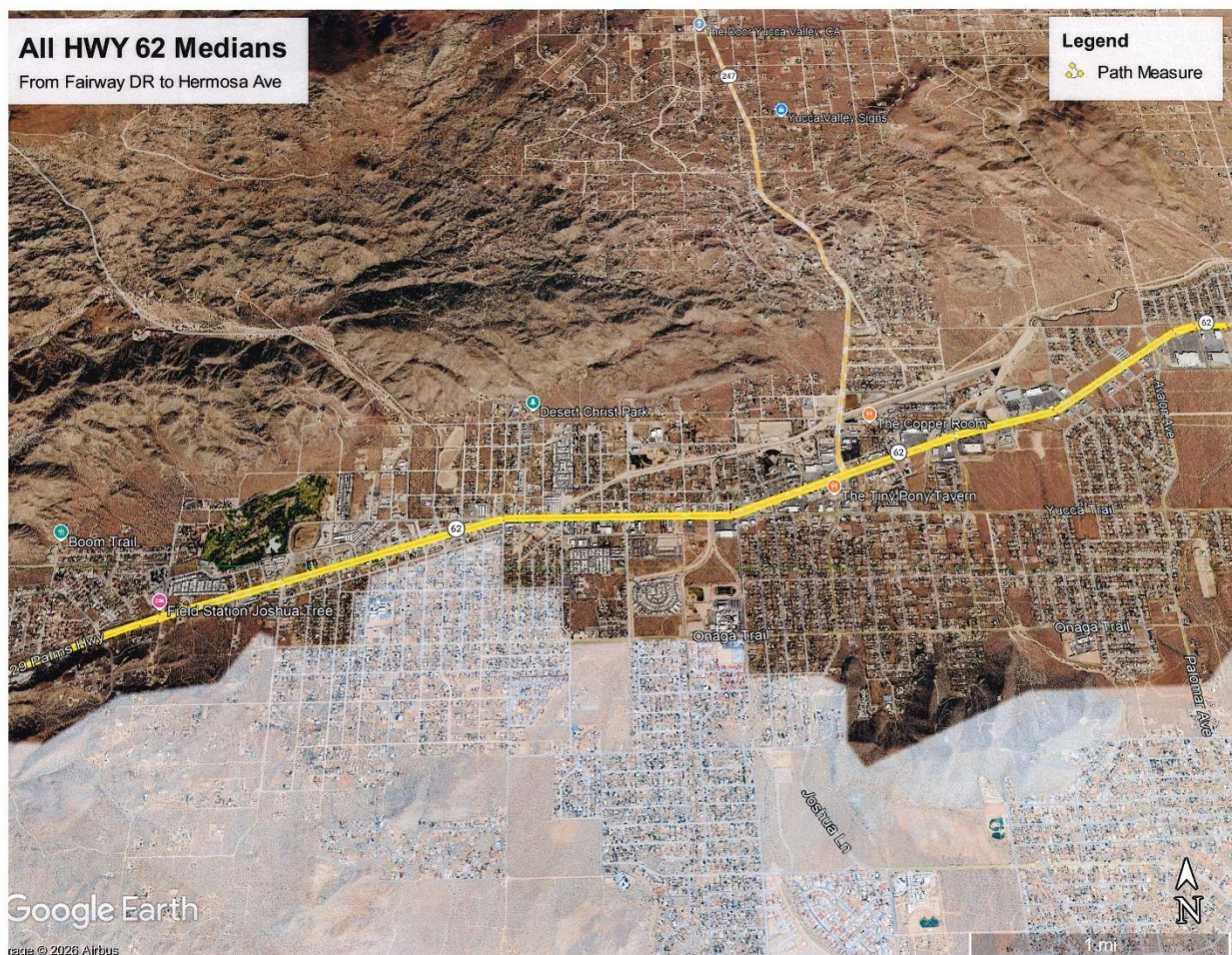
1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 2

SR 62 – 8 SECTIONS OF LANDSCAPE MEDIAN MAINTENANCE

Location: SR 62 from Fairway Drive to Hermosa Ave.



Landscape median maintenance includes:

1. Trimming as needed
2. Weeding and raking as needed
3. Remove weeds
4. Remove all trash and debris, haul away to landfill
5. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEMS 3 THROUGH 9 OUTER-HIGHWAY AREAS

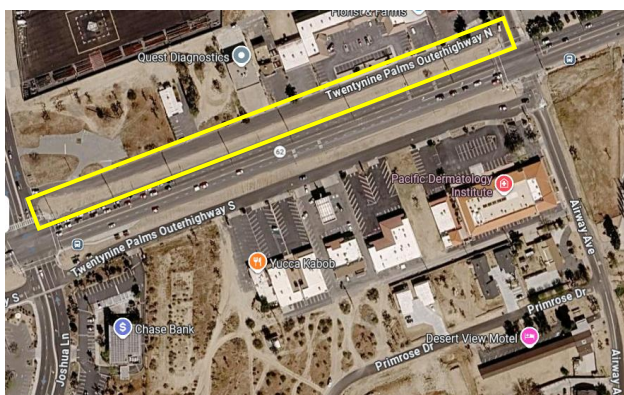
ITEM 3



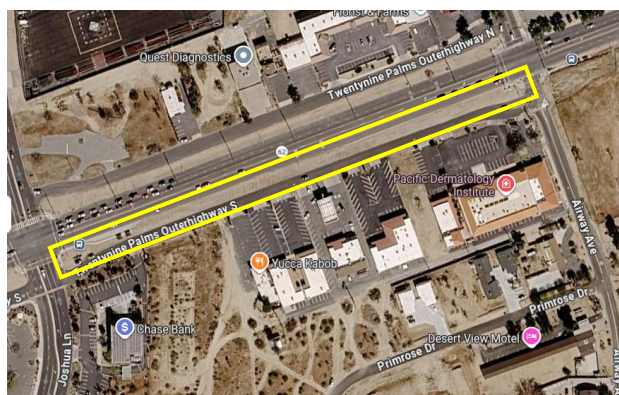
ITEM 9



ITEM 4



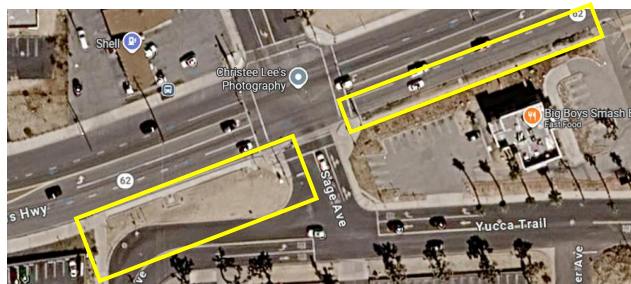
ITEM 5



ITEM 6



ITEM 7



ITEM 8



Landscape Maintenance Includes:

1. Trimming plants, as needed
2. Weeding and raking, as needed
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 10

DUMOSA AVENUE

Location: Dumosa Ave. between 29 Palms Highway and Yucca Trail.
South of Highway



Concrete median maintenance includes:

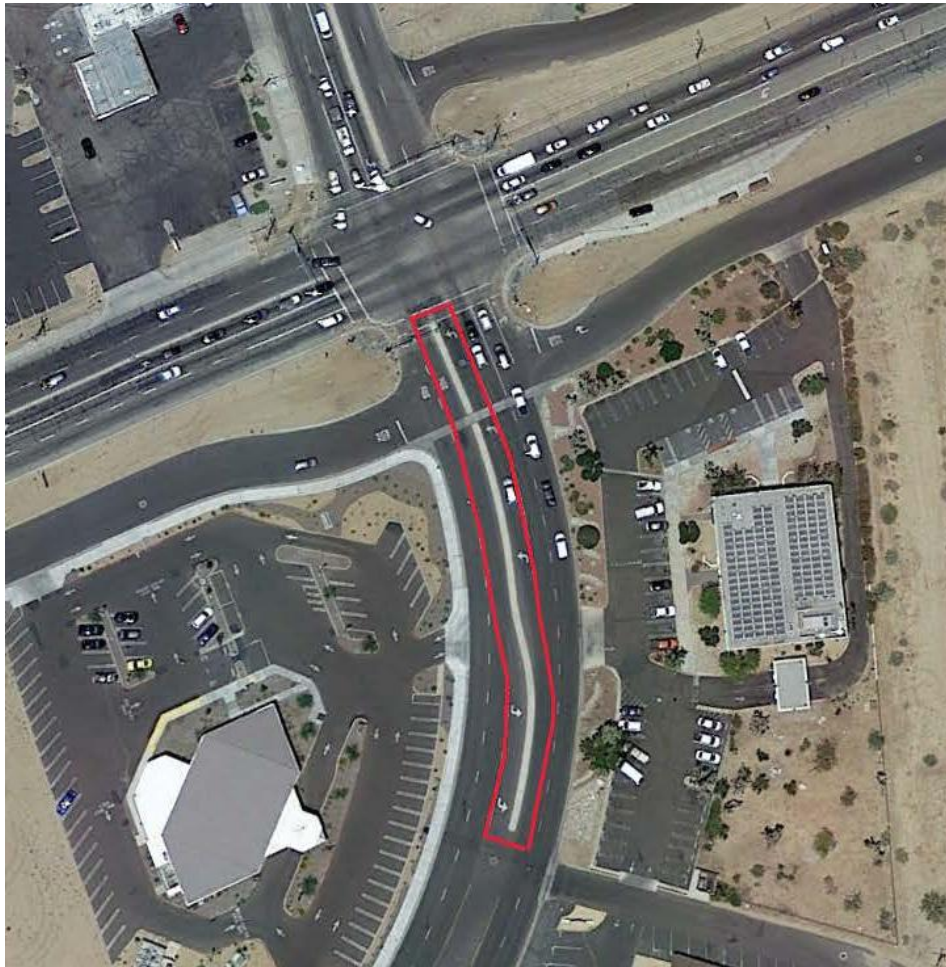
1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 11

JOSHUA LANE

Location: Joshua Lane between 29 Palms Highway and Yucca Trail.
South of Highway



Concrete median maintenance includes:

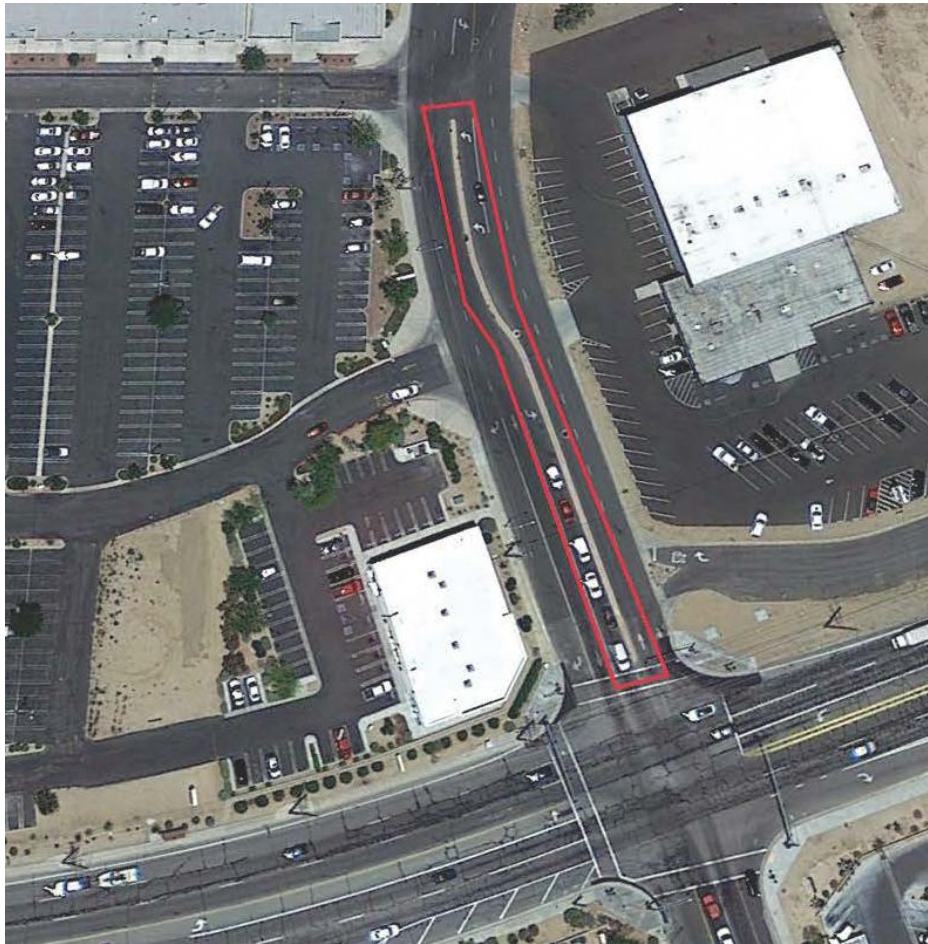
1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 12

BALSA AVENUE

Location: Balsa Ave. between 29 Palms Highway and Diadem Rd.
North of Highway



Concrete median maintenance includes:

1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 13

MOHAWK TRAIL

LOCATION: FROM SR 62 TO NORTH END CONCRETE MEDIAN



Concrete median maintenance includes:

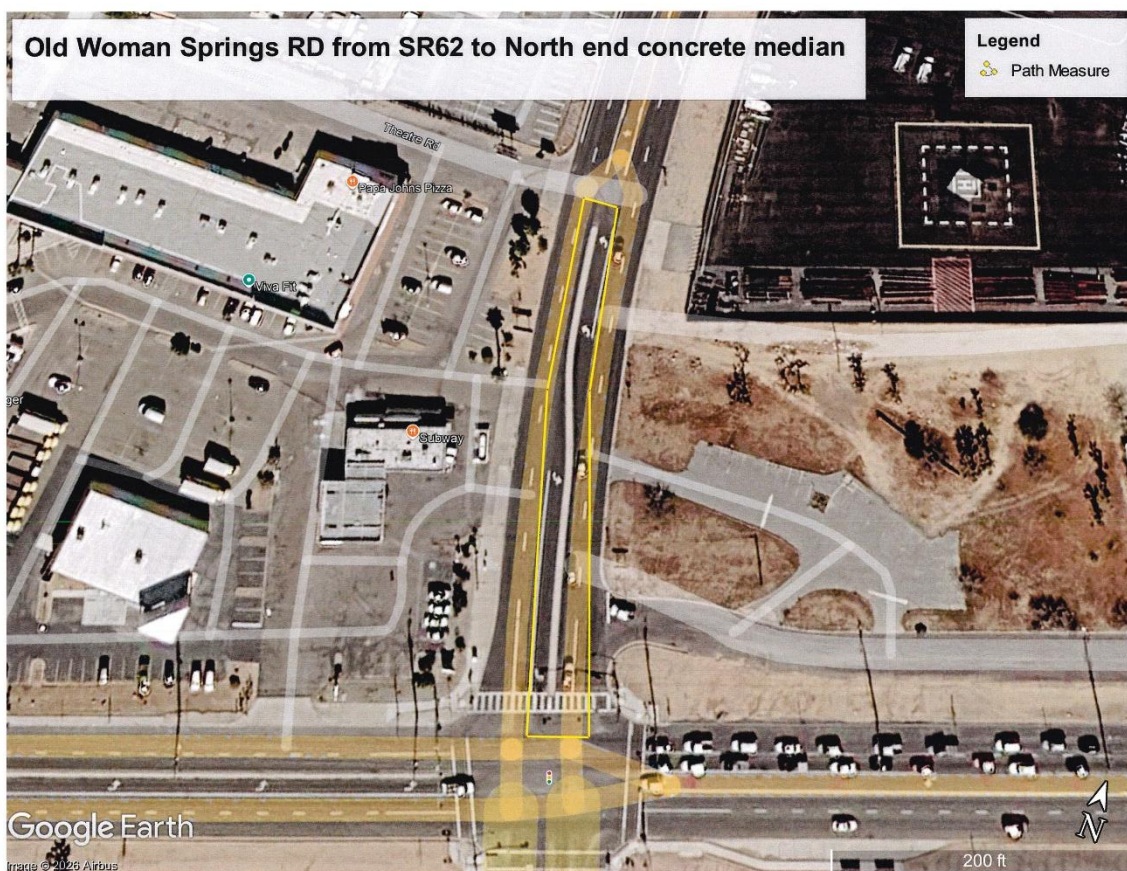
1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 14

OLD WOMAN SPRINGS ROAD

Location: From SR 62 to North End of Concrete Median



Concrete median maintenance includes:

1. Remove weeds
2. Remove trash and debris and haul away to landfill
3. Blow off all areas

SECTION III: LOCATION MAPS

ITEM 15

LINDA LEE DRIVE

Location: From SR 62 to Barron Dr. North of Highway



Landscape median maintenance includes:

1. Trimming as needed
2. Weeding and raking as needed
3. Remove weeds
4. Remove all trash and debris, haul away to landfill
5. Blow off all areas completed

TOWN FACILITY LOCATION MAPS

ITEM 16

ANIMAL SHELTER

Address: 4755 Malin Way, Yucca Valley, CA 92284



Landscape Maintenance Includes:

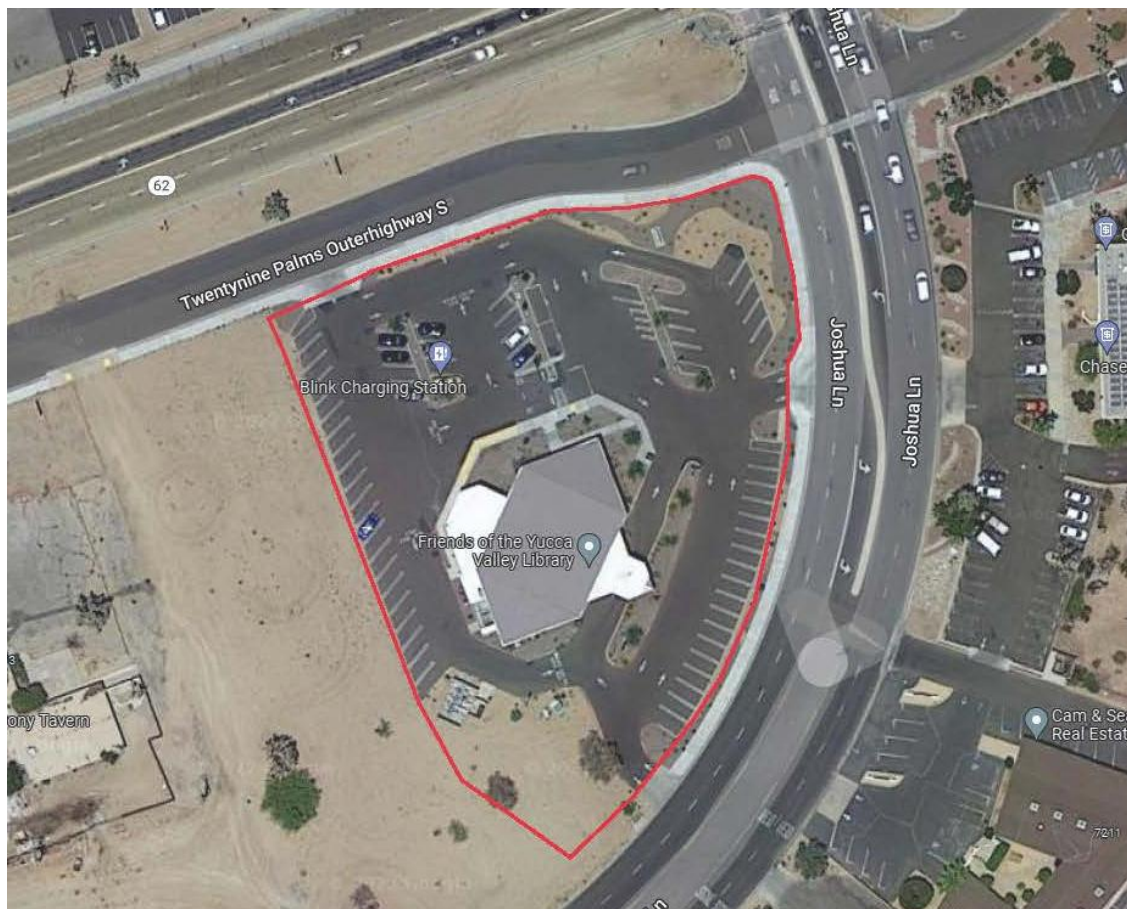
1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - All interior areas of fenced property
 - Front of shelter property on Malin Way
 - Parking lot areas inside the property
 - 5 feet from the north fence on Sun Mesa Dr
 - 5 feet from the east fence
3. Remove crack weeds
4. Remove weeds in river rocks drainage
5. Check for irrigation problems (small repairs included)
6. Remove all trash and debris, haul away to landfill
7. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 17

YUCCA VALLEY BRANCH LIBRARY

Address: 57271 Twentynine Palms Highway, Yucca Valley, CA 92284



Landscape Maintenance Includes:

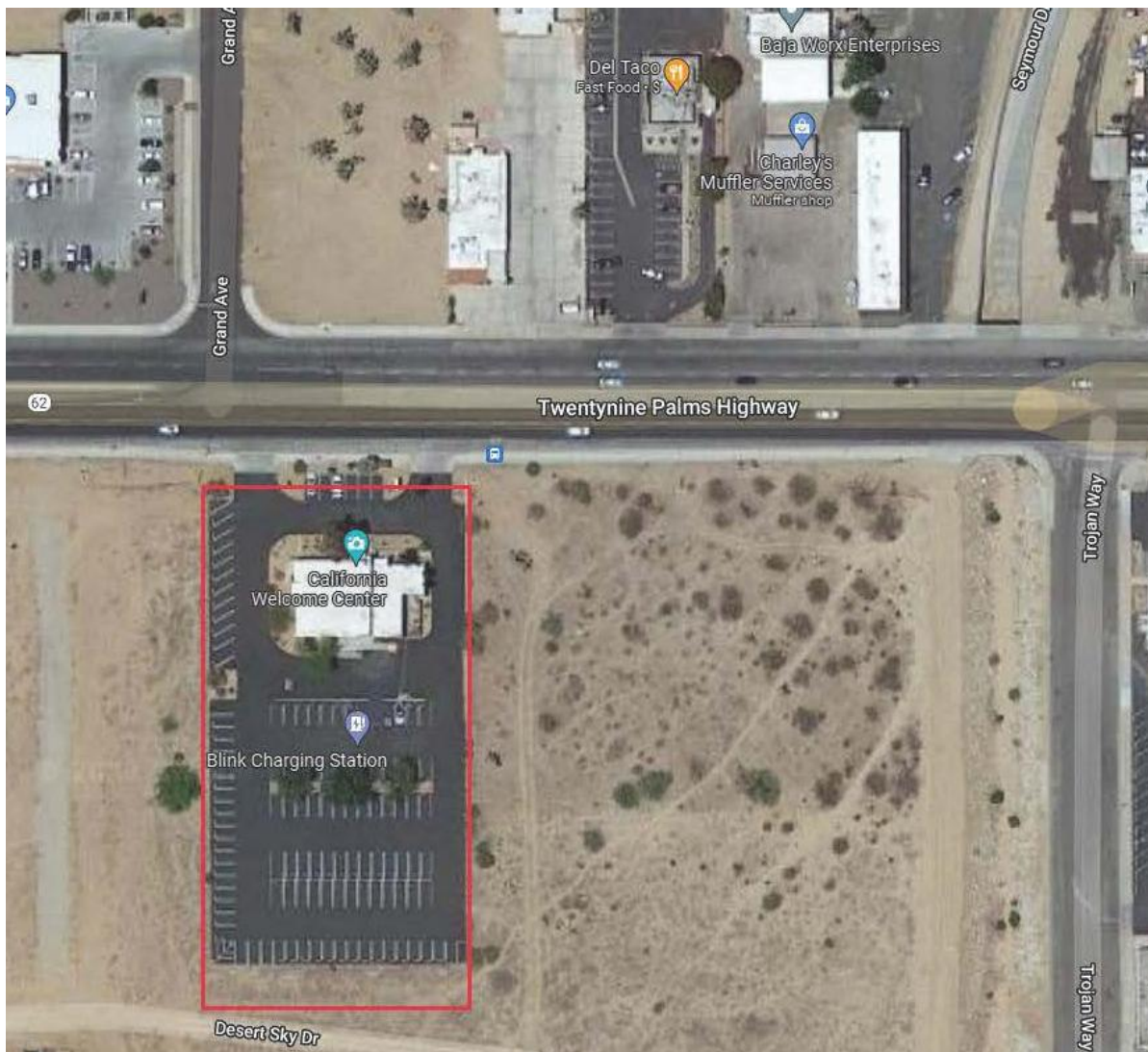
1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - Around library building
 - Parking lot landscape planters
 - Parking lot
 - Frontage on Twentynine Palms Outer-highway
 - Frontage on Joshua Lane
3. Remove crack weeds
4. Remove weeds in river rocks drainage
5. Check for irrigation problems (small repairs included)
6. Remove all trash and debris, haul away to landfill
7. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 18

CALIFORNIA WELCOME CENTER

Address: 56711 Twentynine Palms Highway, Yucca Valley, CA 92284



Landscape Maintenance Includes:

1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - Around CA Welcome Center Building
 - Frontage on Twentynine Palms Highway
 - Parking lot landscape planters
 - Parking lot
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 19

REMEMBRANCE (TRIANGLE) PARK

Location: Intersection of Twentynine Palms Highway and Yucca Trail



Landscape Maintenance Includes:

1. Trimming plants, as needed
2. Weeding and raking, as needed
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 20

YUCCA VALLEY PARK AND RIDE

Location: Kickapoo Trail between Twentynine Palms Highway and Benecia Trail
North of Highway



Landscape Maintenance Includes:

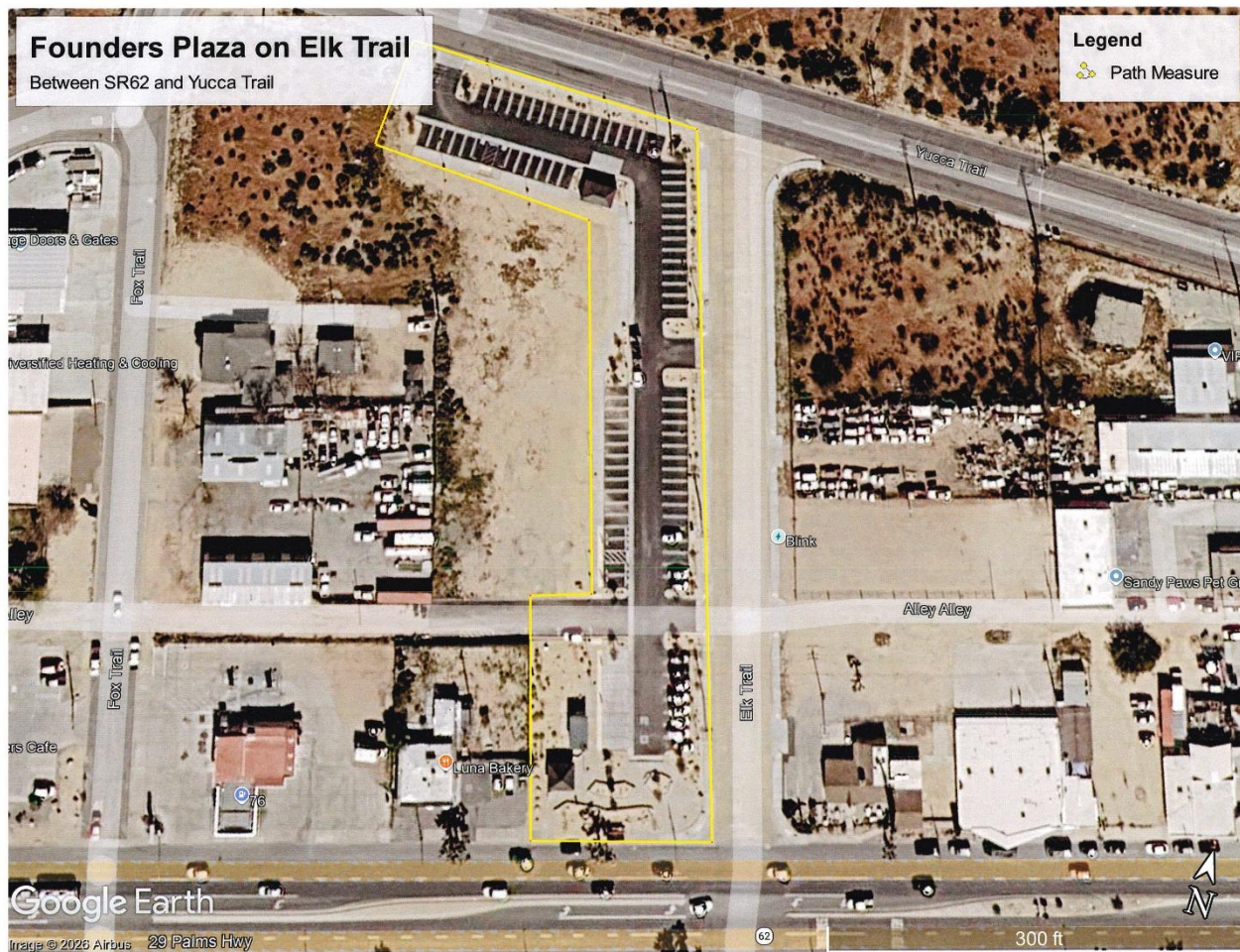
1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - Parking lot planters
 - Frontage on Kickapoo Trail
 - Frontage on Twentynine Palms Highway
 - Frontage on Benecia Trail
 - Monument Planter
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 21

FOUNDERS PLAZA

Location: Elk Trail between SR 62 and Yucca Trail



Landscape Maintenance Includes:

1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - Rest area at the south side of property
 - Frontage on Elk Trail
 - Frontage on SR 62
 - Frontage on Yucca Trail
 - West side of parking area
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION III: LOCATION MAPS

ITEM 22

YUCCA VALLEY AQUATIC & RECREATION CENTER (YV ARC)

Location: 56630 Little League Drive



Landscape Maintenance Includes:

1. Trimming plants, as needed
2. Weeding and raking as needed in the following areas:
 - Parking lot
 - West side of property
3. Remove crack weeds
4. Check for irrigation problems (small repairs included)
5. Remove all trash and debris, haul away to landfill
6. Blow off all areas completed

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

POST-AWARD FORMS

- Notice of Award
- Notice of Acceptance
- Town of Yucca Valley Professional Services Agreement

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

**LANDSCAPE MAINTENANCE SERVICE PROJECT
DESCRIPTION - TBD
TOWN PROJECT NO. - TDB**

The Town of Yucca Valley has considered the bid submitted by you for the above-described work in response to its Request for Proposals for Bidders dated **September 16, 2026**.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items, Quantities and Prices in the proposal forms in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates of insurance within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the TOWN OF YUCCA VALLEY.

Dated this _____ day of _____, 20_____.

TOWN OF YUCCA VALLEY - OWNER

Town Representative Signature/Title

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

ACCEPTANCE OF NOTICE

**PROJECT
DESCRIPTION
TOWN PROJECT NO.**

Receipt of the above Notice of Award is hereby acknowledged this the _____ day of
_____, 20_____.

Name of Contractor/Firm

Signature

Date

Name and Title of Signer (Please Type)

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

SAMPLE – PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement: The Contractor shall carefully review the agreement, especially in regard to the indemnity and insurance provisions. Contractor shall identify any requested modifications to the Town's standard agreement or provide a statement that there will be no exceptions.



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 request for proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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 Article 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 Article 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.**

2.1 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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

2.2 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 Article 1.8.

2.3 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.

2.4 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 Article 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.

2.5 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 Article 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

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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.

2.6 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 Article 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 Article.

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").

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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.

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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

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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 Article. 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 Article. 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.

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(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

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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 Article 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Article 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 Article 5.1, and such certificates and endorsements shall be provided to Town.

5.3 Indemnification.

A. (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. (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

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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. (c) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Article 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 Article. 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 Article.

D. (d) Town's Negligence. The provisions of this Article do not apply to claims occurring as a result of Town's sole negligence. The provisions of this Article 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.

E. 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.

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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 Article.

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

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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.

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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 Articles 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

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7.7 Termination Prior to Expiration of Term.

This Article shall govern any termination of this Contract except as specifically provided in the following Article 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 Article 7.3. In the event of termination without cause pursuant to this Article, the Town need not provide the Consultant with the opportunity to cure pursuant to Article 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 Article 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

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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 Article.

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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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 Article 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 Articles 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 Articles 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]

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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:

Brooke Dudra, 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: _____

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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

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

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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 Article 6.2, during performance of the Services, Consultant will keep the Town apprised of the status of performance by delivering the following status reports:
 - F.
 - G.
 - H.
- 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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

	TASK	RATE	TIME	SUB-BUDGET
A.				
B.				
C.				
D.				

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- IV. The total compensation for the Services shall not exceed \$ as provided in Article 2.1 of this Agreement.

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

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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 Article 3.2.

[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, 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

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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.

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,

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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 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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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, 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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

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.
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.

SECTION IV: SAMPLES OF POST-AWARD FORMS & PROFESSIONAL SERVICES AGREEMENT

- 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 MEETING MINUTES
JANUARY 16, 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 Council Member Abel

INVOCATION

Led by Pastor Mark Thometz, First Christian Church of Yucca Valley

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. Proclamation- School Board Appreciation Month

Mayor Lombardo presented a proclamation in recognition of School Board Appreciation Month- January 2024

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

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 - Nov 21, 2023 6:00 PM**

MOTION:

Approve the meeting minutes of November 21, 2023 as presented.

4. **Town Council - Special Meeting Minutes- Dec 1, 2023 9:00 AM**

MOTION:

Approve the meeting minutes of December 1, 2023 as presented.

5. **Town Council - Regular Meeting Minutes- Dec 5, 2023 6:00 PM**

MOTION:

Approve the meeting minutes of December 5, 2023 as presented.

6. **Approve the Town Project No. 7037; Town-Wide Slurry Seal 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%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 7037-2023.

7. **Adopt the Town Project No. 9101 – Old Town Beautification and Sustainability Project, Phase 1, 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 PLANS AND SPECIFICATIONS FOR THE OLD TOWN BEAUTIFICATION AND SUSTAINABILITY PROJECT - PHASE 1 IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Adopt Resolution No. 24-01 approving the plans and specifications for Project No. 9101 Old Town Beautification and Sustainability Project and authorize the Town Clerk to advertise and receive bids.

8. **Approve the First Contract Amendment for Landscape Maintenance Services Agreement with Mariposa Landscapes, Inc.**

MOTION:

- Authorize and approve the first amendment to the Contract with Mariposa Landscapes, Inc., increasing total compensation from \$94,728.00 to \$109,593.60 annually and extending the contract period for three (3) years ending January 30, 2027.
- Authorize an annual CPI Increase not to exceed 5% annually on the contract.
- Authorize the Mayor, Town Manager, and Town Attorney to sign all necessary documents for the contract amendment.

9. **Adopt the Town-Wide Slurry / Cape Seal Project – Town Project Nos.7037/8340 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 TOWNWIDE SLURRY/CAPE SEAL PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Adopt Resolution No. 24-02, approve the specifications for Project Nos. 7037/8340, and authorize the Town Clerk to advertise and receive bids.

10. **Approve the Approval of Authorized Position List and Salary Schedule**

MOTION:

Approve the proposed amendment to the 2023/24 Authorized Position List and Salary Schedule.

11. **Approve the Treasurer's Report for the Quarter Ending December 31, 2023**

MOTION:

Receive and file the Treasurer's Report for the second quarter of FY2023-24.

12. **Approve the AB1234 Reporting Requirements**

MOTION:

Receive and file the AB1234 Reporting Requirement Schedule for the month of December 2023.

13. **Approve the Ratification of Warrant Registers**

MOTION:

Ratify the Payroll Registers totaling \$244,531.19 dated December 08, 2023, and \$255,836.42 dated December 22, 2023.

Ratify the Warrant Registers totaling \$25,300.00 dated December 05, 2023, and \$729,329.00 dated December 14, 2023.

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

PUBLIC HEARINGS

14. **Environmental Assessment, EA 13-23, Development Code Amendment, DCA 03-21, Temporary Special Events in Single Family Residential Zoning Districts, Planning Commission recommendation to the Town Council, Amendments to Section 9.38.020 of Chapter 9.38 of Article 7, Temporary Special Events, of Title 9, Yucca Valley Development Code**

Mayor Lombardo announced the public hearing was continued from December 5, 2023 and is still open.

Associate Planner Jerome presented the staff report for the discussion of temporary special events in single family residential zoning districts. Jerome reviewed the proposed changes to the Town Code based on previous Town Council input.

Deputy Town Manager reviewed four classes of special events. The Planning Commission will be the approval authority for the two most significant event types.

Vicki French, Pioneertown thanked the Town for going through this process.

Peggy Schroeder, Pioneertown spoke favorably of the proposed changes and thanked the Council and Town staff for working on this.

With no other members of the public wishing to speak, Mayor Lombardo closed the public hearing.

Council Member Schooler thanked staff and Planning Commission for reviewing the item and thanked the public for their patience while the Town worked through the process. Schooler expressed he would like to see a 3-day event allowed and inquired if the permit was transferable and stayed with the property.

Jerome clarified that only class 4 stays with the property.

Council Member Abel thanked the Council for requesting an additional class level and agrees with Council Member Schooler requesting Item E3 to increase to a 3-day maximum.

Mayor Pro Tem Drozd commented on the frequency of allowable events.

Council Member Denison commented that 50 events is substantial and agrees with prior comments to allow a 3-day event.

Mayor Lombardo inquired on the introduction process if changes are made this evening.

Discussion was held if the proposed 3-day maximum should be for the lowest class 1 or for all classes.

MOTION:

Find the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) which states that if an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

Introduce Ordinance No. 310 for Temporary Single Family Special Events, amending section 9.38.020 of Chapter 9.38 of Article 7, Temporary Special Events, of Title 9, Development Code, of the Yucca Valley Development Code, including the Council modification on event classes 2-3, allowing for a 3-day maximum event length.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING Section 9.38.020 of CHAPTER 9.38 OF ARTICLE 7, TEMPORARY SPECIAL EVENTS, OF THE YUCCA VALLEY DEVELOPMENT CODE

RESULT: INTRODUCED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

DEPARTMENT REPORTS

15. Hi-Desert Nature Museum Update & Employee Introductions

Museum Supervisor Hilderbrand presented an update on recent activities at the Hi Desert Nature Museum and introduced Charlie Rossow as the Museum's new Collections and Exhibit Coordinator. Rossow provided information on the current exhibit. Hilderbrand introduced Zachary Fleming-Boyles as the new Education and Engagement Coordinator. Zachary announced upcoming events and activities being planned for the Museum.

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

Council Member Abel inquired on educational opportunities available for museum staff.

Mayor Pro Tem Drozd spoke fondly of the Museum and its offerings.

RESULT: NO MOTION MADE

16. Town-Wide Beautification Program, Street Name Sign Replacement Program, Project Update

Public Works Director Qishta presented the staff report providing an update on the Town-wide Beautification Program and the replacement of street signs around the community. Twenty-five signs along State Route 62 are currently being designed and will be delivered to Caltrans for installation.

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

Mayor Lombardo inquired on the size of the lettering on the signs.

Council Member Denison thanked Qishta for the update and inquired if the old signs can be purchased.

Mayor Pro Tem Drozd inquired on the reasoning for the Town purchasing the signs along the highway instead of CalTrans.

Council Member Abel inquired on the life-expectancy of the signs and spoke favorably on the increased visibility the new signs will provide.

RESULT: NO MOTION MADE

17. Essig Park Improvements Project, Town Project No. 8519 - Notice of Completion

Public Works Qishta presented the staff report, announcing the completion of the Essig Park Improvement Project, thanks to Measure Y funds.

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

Council Member Denison thanked Qishta for addressing the dirt maintenance near the small dog park area.

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%, direct staff to retain the Labor and Material Bond for six (6) months for Project No. 8519-2023.

RESULT: APPROVED [UNANIMOUS]

MOVER: Rick Denison, Council Member

SECONDER: Jim Schooler, Council Member

AYES: Denison, Lombardo, Abel, Drozd, Schooler

18. 2024-26 Final Draft Strategic Plan

Town Manager Yakimow presented the final draft of the Town's 2024-26 Strategic Plan which will be the guiding document in establishing the FY 2024-26 budget process and policy planning activities.

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

MOTION:

Approve the final draft FY 2024-26 Strategic Plan and direct staff to incorporate the plan priorities into the FY 2024-26 budget process and policy planning activities.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jeff Drozd, Mayor Pro Tem
SECONDER: Robert Lombardo, Mayor
AYES: Denison, Lombardo, Abel, 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.

STAFF REPORTS AND COMMENTS

Community Services Manager Earnest announced current physical activities for those looking to fulfill their new year's resolution.

Deputy Town Manager Stueckle provided an update on current short-term vacation rental permit activity.

Town Manager Yakimow announced the King of the Hammers event begins this weekend and provided an overview of upcoming policy discussions.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Abel thanked the Morongo Unified School District (MUSD) school board members for attending this evening and for their support of the community on the educational front.

Council Member Denison thanked the MUSD school board for their work and thanked the Museum staff for the update; great to see the new faces.

Council Member Schooler thanked the MUSD school board members for visiting this evening and thanked the Museum staff for the fabulous transition. Schooler thanked staff for the first-class dog park and thanked Town Manager Yakimow for a smooth strategic planning process.

Mayor Pro Tem Drozd thanked Town staff and especially the Town Manager and Deputy Town Manager for the foresight in keeping things running smoothly.

Mayor Lombardo praised the Museum staff and looks forward to new and exciting things. Lombardo welcomed all the King of the Hammers participants and spectators and reminded all to drive safely.

ANNOUNCEMENTS

Upcoming Meeting Schedule

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, February 6, 2024 at 6:00 PM in the Yucca Valley Community Center Yucca Room.

With no further business, Mayor Lombardo adjourned the meeting at 7:20 pm.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Lesley Copeland", written in black ink.

Lesley Copeland, CMC
Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
OCTOBER 18, 2022**

CLOSED SESSION

Potential Litigation

The Town Council met in closed session pursuant to the provisions of Government Code Sections 54956.9(1) and (4) to confer with legal counsel with regard to the following matter of pending and potential initiation of litigation.

Southern California Edison v. California State Board of Equalization, et al: Orange County Superior Court Case Number: 30-2022-01258109-CU-MC-CJC

REPORT OUT OF CLOSED SESSION

Town Attorney Jex reported that closed session adjourned at 5:50 p.m. with no reportable action.

OPENING CEREMONIES

CALL TO ORDER

Mayor Schooler called the meeting to order at 6:00 PM.

ROLL CALL

PRESENT: Schooler, Denison, Abel, Drozd

ABSENT: Lombardo (Excused)

PLEDGE OF ALLEGIANCE

Led by Mayor Schooler

INVOCATION

Led by Pastor Kuhlman, Calvary Baptist Church

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

San Bernardino County Sheriff's Department update from Sheriff Shannon Dicus

San Bernardino County Sheriff Shannon Dicus thanked the Town of Yucca Valley for the partnership, giving kudos to funding provided by Measure Y. Dicus provided updates to the Council on Operations Hammer Strike and Operation Dust Devil.

Spirit of Yucca Valley Award: Wiefels & Son

Council Member Drozd and Mayor Schooler presented the Spirit of Yucca Valley Award to Wiefels & Son representatives for their service to the community.

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd
EXCUSED: Robert Lombardo

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Mayor Pro Tem
SECONDER: Jeff Drozd, Council Member
AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd
EXCUSED: Robert Lombardo

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. **Adopt the Administrative Fees Resolution**

MOTION:

Adopt Resolution No. 22-44 establishing the Shopping Cart Abatement Program Administrative fee and Construction Waste Management Plan Deposit fee.

6. **Approve the Administrative Policy Updates**

MOTION:

Receive and file this review and summary of the revision of the Town's Administrative Policies and Procedures.

7. **Approve the Treasurer's Report for the Quarter Ending September 30, 2022**

MOTION:

Receive and file the Treasurer's Report for the first quarter of FY2022-23.

8. **Approve the First Amendment with Santa Fe Janitorial Maintenance Services, Inc, for Facility Maintenance Services**

MOTION:

Authorize and approve the first amendment to the Agreement with Santa Fe Janitorial Maintenance Services, Inc., increasing total compensation from \$50,000 to \$85,000.00; and authorizes the Mayor, Town Manager, and Town Attorney to sign all necessary documents for the agreement amendment.

9. Adopt the County Charter Measures D Consider Resolution of Support**MOTION:**

Receive and file a review of Measure D on the November 8, 2022 General Election; and approve Resolution No. 22-45 supporting San Bernardino County's Measure D, in accordance with the Town's adopted Legislative Priorities.

DEPARTMENT REPORTS**10. Triennial California Building Code Publication: Resolution No. 22-46: 2022 California Building Codes Adoption, Ordinance No. 303, Set Public Hearing for November 15, 2022**

Deputy Town Clerk Vrhovnik read the Ordinance into the minutes. Deputy Town Manager Stueckle presented the staff report, requesting to schedule a public hearing for November 15, 2022 for the adoption of the 2022 California Building Codes.

Mayor Schooler opened public comment. With no members of the public wishing to speak, Mayor Schooler closed the public comment.

MOTION:

Adopt Resolution No. 22-46

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rick Denison, Mayor Pro Tem

SECONDER: Merl Abel, Council Member

AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd

EXCUSED: Robert Lombardo

Introduces Ordinance No. 303, repealing Section 8.02.010, Building Codes, Chapter 8.02 of Title 8 of the Yucca Valley Municipal Codes, and sets the matter for public hearing and Ordinance adoption at the Town Council meeting of November 15, 2022.

MOTION:

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rick Denison, Mayor Pro Tem

SECONDER: Jeff Drozd, Council Member

AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd

EXCUSED: Robert Lombardo

11. Onaga Trail Pedestrian Improvements; Town Project No. 7005-2021 Active Transportation Program (ATP) Grant Project No. ATPL-5466(025), Budget Amendment - Award of Construction Contract.

Deputy Town Manager Stueckle presented the staff report.

Mayor Schooler opened public comment. With no members of the public wishing to speak, Mayor Schooler closed the public comment.

MOTION:

- Adopt Resolution No. 22-47
- Amend the FY2022-23 Special Revenue Fund Budget to allocate \$650,000 of 800 Fund Capital Project Unassigned Reserves to transfer to the Fund 536 ATP Grant Fund for the Onaga Pedestrian Improvement Project.
- Award the construction contract to Granite Construction Company, in the amount of \$2,399,932.00, establishing a contingency fund in the amount of \$239,993.20 (10% of the bid amount); and
- Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorize the Town Manager to expend contingency funds, if necessary, for project completion.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Merl Abel, Council Member

SECONDER: Rick Denison, Mayor Pro Tem

AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd

EXCUSED: Robert Lombardo

12. Award of SR62 Landscape Median Maintenance Services Agreement to Mariposa Landscape Inc

Deputy Town Manager Stueckle presented the staff report.

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

MOTION:

- Adopt Resolution No. 22-48 amending the FY22-24 Amended Budget appropriating \$21,000 from the Unassigned General Fund Reserve Fund Balance to the General Fund Animal Shelter account number 001-30-7110 and appropriating \$26,000 from the Unassigned General Fund Reserve Fund Balance to the General Fund Parks Operations account number 001-58-7110 for each fiscal year of the two-year budget.
- Award a contract for professional services to Mariposa Landscape Inc, with a maximum annual contract value of \$94,728.00; and
- Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorize the Town Manager to expend contingency funds if necessary, for project completion.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Jim Schooler, Rick Denison, Merl Abel, Jeff Drozd
EXCUSED: Robert Lombardo

13. Emergency Management Update

Town Manager Yakimow presented the staff report to the Council.

Mayor Schooler opened public comment. With no members of the public wishing to speak, Mayor Schooler closed the public comment.

RESULT: NO MOTION MADE

14. Update on Amendment to Brown Act – AB 2449

Attorney Tom Jex provided an update on the Brown Act.

Mayor Schooler opened public comment. With no members of the public wishing to speak, Mayor Schooler closed the public comment.

RESULT: NO MOTION MADE

PUBLIC COMMENTS

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

Pastor Kuhlman of Calvary Baptist Church invited residents to attend and upcoming celebration Sunday, October 23, 2022 at 11 am.

Kelsey Kuhlman, Yucca Valley requested an Olive Garden restaurant in Yucca Valley.

Mary Bacher, Yucca Valley thanked the Town Council for Paradise Park improvements, and requested the speed limit be lowered in the area around the park.

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

STAFF REPORTS AND COMMENTS

Captain Warrick invited residents to attend the open house at the Morongo Basin Sheriff's Station and offered information on Operation Dust Devil.

Deputy Town Clerk Vrhovnik provided an election update.

Deputy Town Manager Stueckle updated the Council on the Highway 62 Beautification Project as well as the North Park Project and the SCE Underground Project on Little League Drive.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Abel thanked the Sheriff's Department and invited the public to attend local events. Abel also thanked Kelsey Kuhlman for her Olive Garden suggestion.

Council Member Drozd thanked the public for the comments and thanked the public works staff for the recent storm cleanup.

Mayor Pro Tem Denison expressed appreciation to Sheriff Dicus for the programs provided to enhance public safety, thanked Town staff for the hard work and congratulated Wiefels and Son for the Spirit of Yucca Valley award and thanked the business for their service to the community.

Mayor Schooler echoed Mayor Pro Tem Denison's comments and invited residents to join him for Coffee with the Mayor on the 1st and 3rd Tuesdays of the month, 8am at the Roost Café.

ANNOUNCEMENTS

Upcoming Meeting Schedule

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, November 1, 2022 at 6:00 PM in the Yucca Valley Community Center Yucca Room.

With no further business, Mayor Schooler adjourned the meeting at 7:33 p.m.

Respectfully Submitted,

Brooke Vrhovnik
Deputy Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
JULY 19, 2022**

OPENING CEREMONIES

CALL TO ORDER

Mayor Schooler called the meeting to order at 6:00 PM.

ROLL CALL

PRESENT: Schooler, Denison, Abel, Drozd, Lombardo

ABSENT:

PLEDGE OF ALLEGIANCE

Led by Mayor Schooler

PRESENTATIONS, INTRODUCTIONS, RECOGNITIONS

1. San Bernardino County Fire Update

San Bernardino County Assistant Chief Tuttle presented an overview of recent community service activities, Miracle League support, and the nationally-recognized puppy rescue.

2. Recognition of Retiring Employee

Deputy Town Manager Stueckle recognized Facility Maintenance Worker Al Arrowood, on his retirement from the Town.

3. San Bernardino County Sheriff's Recognition

San Bernardino County Sheriff's Captain Niles announced his retirement and introduced Robert Warrick as the Sheriff's Captain for the Morongo Basin.

Robert Warrick addressed the Council, stating he is looking forward to his service to the Town of Yucca Valley and the Morongo Basin.

The Town Council recognized Captain Niles for his service to the community and wished him well in his retirement.

APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Denison, Mayor Pro Tem
SECONDER:	Robert Lombardo, Council Member
AYES:	Schooler, Denison, Abel, Drozd, Lombardo

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Schooler, Denison, Abel, Drozd, Lombardo

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- Jun 7, 2022 6:00 PM**

MOTION:

Approve the meeting minutes of June 7, 2022 as presented.

6. **Town Council - Regular Meeting Minutes- Jun 21, 2022 6:00 PM**

MOTION:

Approve the meeting minutes of June 21, 2022 as presented.

7. **Adopt the Consideration of a Resolution re-authorizing a teleconferencing option for Town Council, Commission and Committee meetings pursuant to Assembly Bill No. 361**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA AUTHORIZING THE CONTINUING NEED FOR TELECONFERENCING OPTION FOR TOWN COUNCIL, COMMISSION AND COMMITTEE MEETINGS PURSUANT TO ASSEMBLY BILL 361 AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

MOTION:

Adopt Resolution No. 22-37 to re-authorize the teleconferencing option for Town Council, Commission and Committee meetings pursuant to Assembly Bill No. 361

8. **Approve the Rejection of Claim**

MOTION:

Reject one Claim filed against the Town of Yucca Valley submitted on June 23, 2022, by Corie Peck for vandalism to personal vehicle.

9. **Adopt the Resolution No. 21-38: Measure I Five-Year Capital Improvement Program, 2022/2023 to 2026/2027, Measure I Expenditure Strategy**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2022/2023 TO 2026/2027

MOTION:

Adopt Resolution No. 22-38 approving the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2022/2023 to 2026/2027.

10. **Approve the Town Project No. 8952-2022 - Town Parks Sport Courts Resurfacing - Award of Construction Contract, Trueline Construction & Surfacing Inc.**

MOTION:

Award the construction contract to Trueline Construction & Surfacing Inc. in the amount of \$62,790, establishes a ten (10%) percent contingency in the amount of \$6,300, and authorizes the Mayor, Town Manager, and Town Attorney to execute the agreement with Trueline Construction & Surfacing Inc. and authorizes the Town Manager to expend contingency, if necessary, for project completion.

11. **Approve the Authorization to Purchase Replacement Fleet Vehicle, Vehicle #76 Parks Division, pending Agreement for Carl Moyer Grant with Mojave Desert Air Quality Management District.**

MOTION:

- Authorize the purchase of one (1) 2022 Toro Mower Model Z-Master 7500 44hp Diesel w/ 144in Turbo Force RD in the amount of \$92,344.99, from Turf Star Western, pending the agreement for the Carl Moyer Program Grant from Mojave District Air Quality Management District (MDAQMD).
- Authorize the Town Manager to sign the Agreement with MDAQMD for the Carl Moyer Program, Heavy Duty Diesel Emission Program Grant.
- Declare Vehicle #76 surplus for destruction after delivery and inspection of the new equipment, according to the Carl Moyer Program requirements.

12. **Adopt the Authorization to Re-Release Request for Proposal for Landscape Maintenance Services.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY CALIFORNIA AUTHORIZING TO RE-RELEASE REQUEST FOR PROPOSAL FOR THE LANDSCAPE MAINTENANCE SERVICES FOR STATE ROUTE 62 MEDIAN ISLANDS AND OUTER HIGHWAY SEGMENTS, AND TOWN MEDIAN ISLANDS, FACILITIES AND PARKS.

MOTION:

Adopt Resolution No. 22-39 authorizing the Town Clerk to re-release the Request for Proposals for Landscape Maintenance Services for State Route 62 (SR 62) median islands and outer highway segments, and Town median islands, facilities, and parks.

13. **Approve the Treasurer's Report for the Quarter Ending June 30, 2022**

MOTION:

Receive and file the Treasurer's Report for the fourth quarter of FY2021-22.

14. Approve the AB1234 Reporting Requirements**MOTION:**

Receive and file the AB1234 Reporting Requirement Schedule for the month of June 2022.

15. Approve the Ratification of Warrant Registers**MOTION:**

Ratify the Payroll Registers totaling \$201,007.95 dated June 10, 2022, and \$268,520.85 dated June 24, 2022.

Ratify the Warrant Registers totaling \$417,681.47 dated June 10, 2022, and \$826,588.42 dated June 24, 2022.

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

Council Member Abel commented on Consent Agenda Item No. 11 and thanked staff for pursuing the grant opportunity through Mojave Air Quality Management District.

DEPARTMENT REPORTS**16. Adoption of the Town of Yucca Valley Local Road Safety Plan (LRSP) - State Project; No. LRSPL-5466(026)**

Public Works Director Baldizzone presented the staff report for the adoption of the Local Road Safety Plan, including an overview of the completed plan, which provides a means to address unique transportation and roadway element requirements while providing a framework for systematically identify and analyze safety problems.

Deputy Town Manager Stueckle spoke of the importance of keeping safety data current with annual review.

Mayor Schooler opened public comments.

Arthur Ayala, Yucca Valley spoke of the increased amount of traffic, drivers not yielding to public safety vehicles, and a large number of speeding motorists.

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

Mayor Pro Tem Denison inquired on changes in safety statistics after the completion of the recent Yucca Trail safety project.

Council Member Lombardo spoke favorably on the large volume of information found within the report, and agreeing with Mayor Pro Tem Denison, would like to see a snapshot of safety statistics along Yucca Trail after the recent project completion.

Council Member Drozd thanked Baldizzone for the presentation. Drozd expressed he is glad to see State Route 247 made the list and by being included will hopefully help to get Caltrans' attention for future improvements in these problem areas. Though not making the list, Drozd would like to see the intersections of State Route 247 at Buena Vista and Yucca Mesa Road and Buena Vista studied further for safety concerns.

Council Member Abel expressed he likes that the report will be proactive in safety issues, and inquired on local traffic enforcement.

Captain Niles provided information on traffic enforcement activity within the Town of Yucca Valley.

Deputy Town Stueckle addressed Council Member Abel's inquiry on current roadway standards and school zones.

MOTION:

- A. Find that the project is exempt from CEQA in accordance with Section 15378(b) (4) and Section 15061 (b) (3) of the California Environmental Quality Act. The Local Road Safety Plan (LRSP) is not a project nor is there possibility of a significant effect on the environment from the plan. Further the LRSP does not result in a commitment to any specific project.
- B. Adopt the Town of Yucca Valley Local Road Safety Plan.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Lombardo, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Schooler, Denison, Abel, Drozd, Lombardo

17. Appointment of Voting Delegate and alternate for the business meeting of the 2022 League of California Cities Annual Conference

Town Clerk Copeland presented the staff report for the designation of the Town's voting delegate for the League of California Cities annual business meeting.

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

MOTION:

Designate Mayor Schooler as Voting Delegate, and Mayor Pro Tem Denison as Voting Delegate Alternate for the business meeting at the 2022 League of California Cities Annual Conference

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Rick Denison, Mayor Pro Tem

SECONDER: Robert Lombardo, Council Member

AYES: Schooler, Denison, Abel, Drozd, Lombardo

18. Town-wide Beautification Program Update

Town Manager Yakimow provided an updated on the development of various action programs and projects relating to Town beautification and enhanced appearance throughout the Town.

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

Council Member Abel inquired if #4 (building improvement program) and #6 (commercial corridor design alternatives) were intertwined and expressed he is hoping available funding allows for the Town to provide a robust building improvement program. Abel encouraged the Town Council to be generous and aggressive with funding for corridor improvement and spoke on the need to address the worse out-of-compliance sign offenders. Abel spoke on the potential for the current old-town project to spruce up the area.

Mayor Pro Tem Denison commented on the number of shopping carts being moved away from the shopping centers and would like to see the wind-blown trash addressed.

Council Member Lombardo agreed that the items on the town-wide beautification list are important to address and understands the concern businesses may have on potential upgrades.

Council Member Drozd expressed he would like to see better signage for Town facilities.

RESULT: **NO MOTION MADE**

19. Consideration of Resolution to Place a Hotel / Short-term Vacation Rental (Transient Occupancy) Tax Ordinance on the Ballot for the November 8, 2022 Election

Town Attorney Jex explained the random selection process to address the potential conflicts of interest.

Town Clerk Copeland conducted a name draw to choose the council member to participate in the discussion. Mayor Schooler was chosen from the blind draw.

Council Member Drozd left the dais.

Town Manager Yakimow presented the staff report for the consideration of placing hotel/short-term vacation rental transient occupancy tax (TOT) ordinance on the ballot for the November 8, 2022 election. Yakimow reviewed the results of a recent community survey on the community's needs, and limited funding to address these needs. The Town's current TOT rate is at 7% and the proposed ordinance would seek an increase to 12%, paid by visitors using local lodging, not paid by local residents.

Mayor Schooler opened public comments.

Written comment in support of the item was received prior to the meeting by Margaret Strachan, Yucca Valley.

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

Council Member Abel spoke favorably of the measure to address current issues without burdening the local residents.

Council Member Lombardo commented on positive financial support the measure would provide.

Mayor Pro Tem Denison spoke on the community's needs of public safety, infrastructure and quality of life and spoke in support of placing the measure before the voters.

Mayor Schooler spoke on the low rate the Town has compared to other area cities.

MOTION:

Adopt Resolution No. 22-40 entitled:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE TOWN OF YUCCA VALLEY A MEASURE AMENDING THE TRANSIENT OCCUPANCY TAX ORDINANCE OF THE TOWN AND APPROVING THE FORM OF THE ORDINANCE TO BE SUBMITTED TO THE VOTERS

RESULT:	ADOPTED [4 TO 0]
MOVER:	Robert Lombardo, Council Member
SECONDER:	Rick Denison, Mayor Pro Tem
AYES:	Jim Schooler, Rick Denison, Merl Abel, Robert Lombardo
RECUSED:	Jeff Drozd

Council Member Drozd returned to the dais.

PUBLIC COMMENTS

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

Arthur Ayala, Yucca Valley spoke of dead and dying trees in local shopping centers.

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

STAFF REPORTS AND COMMENTS

Community Services Manager Earnest provided an update on recent Community Services activities.

Deputy Town Manager Stueckle thanked the Town's Street Maintenance crew for the extra work on the highway medians.

Town Manager Yakimow thanked Captain Niles for his service to the community and wished him well in his retirement.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Abel thanked Community Services for the fantastic aquatics program, and thanked the Town's social media crew for a great job.

Council Member Drozd spoke favorably on the recent senior center re-opening and thanked the streets crews for their commitment to the community. Drozd wished Captain Niles a great retirement.

Council Member Lombardo thanked Al Arrowood and his wife for their service to the community and hope they enjoy the well-deserved retirement. Lombardo thanked Captain Niles for a great job and wished him all the best.

Mayor Pro Tem Denison thanked the Town's Parks Maintenance and Street Maintenance crews for their work around town.

Mayor Schooler complemented crews on the recently completed slurry seal project.

ANNOUNCEMENTS

Upcoming Meeting Schedule

The regularly scheduled meeting of the Yucca Valley Town Council for Tuesday, August 2, 2022 has been canceled for a lack of quorum.

The next meeting of the Yucca Valley Town Council will be held on Tuesday, August 16, 2022 at 6:00 PM in the Yucca Valley Community Center Yucca Room.

With no further business, Mayor Schooler adjourned the meeting at 8:03 p.m.

Respectfully Submitted,



Lesley Copeland, CMC
Town Clerk

**TOWN OF YUCCA VALLEY
TOWN COUNCIL MEETING MINUTES
MAY 17, 2022**

OPENING CEREMONIES

CALL TO ORDER

Mayor Jim Schooler called the meeting to order at 6:00 PM.

ROLL CALL

PRESENT: Schooler, Denison, Abel, Drozd, Lombardo

ABSENT:

Staff Members Present: Town Manager Yakimow, Deputy Town Manager Stueckle, Public Works Director Baldizzone, Human Resources and Risk Manager Bridenbach-Sterling, Assistant Town Attorney Herrington, Senior Management Analyst Rice, Finance Manager Gumbish, Police Captain Niles, and Town Clerk Copeland

PLEDGE OF ALLEGIANCE

Led by Council Member Abel

INVOCATION

Led by Mike "Grumpy" Kelliher, San Bernardino County Sheriff's Chaplain

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Mayor Pro Tem
SECONDER: Robert Lombardo, Council Member
AYES: Schooler, Denison, Abel, Drozd, Lombardo

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Schooler, Denison, Abel, Drozd, Lombardo

1. 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.

2. **Town Council - Regular Meeting Minutes- May 3, 2022 6:00 PM**

Recommendation:

Approve the meeting minutes of May 3, 2022 as presented.

3. **Approve the Authorization to Release Request for Proposal for Landscape Maintenance Services.**

MOTION:

Authorize the release of Request for Proposals for Landscape Maintenance Services along State Route 62 (SR 62) median islands, outer highway segments, Town median islands, Town facilities and parks.

4. **Approve the Street Vacation SV 01-27, 56884 Tish Trail: Approximately Five Thousand Six Hundred and Thirty-Eight (5,638) square feet of right of way on Assessor's Parcel No. 0596-101-27**

MOTION:

Approve Resolution No. 22-27, declaring the intent to vacate approximately 5,638 square foot portion of APN 0596-101-27, as recommended by the Planning Commission, and setting a Public Hearing for June 7, 2022.

5. **Approve the Household Hazardous Waste (HHW) Collection Program Contract**

MOTION:

Authorize the Town Manager to execute a five-year contract between the Town and San Bernardino County Fire Protection District for Household Hazardous Waste Collection services for a not-to-exceed amount of \$177,251.47 over the five-year contract term.

6. **Adopt the Resolution No. 22-22, Little League Drive Pedestrian Improvements; Town Project No. 8970 Active Transportation Plan (ATP) Grant Project No. ATPL-5466(024) Program Supplement Agreement Rev. 1 for State Funded Projects – Construction Fund Allocation**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. T70 REV 1 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO. 00394S FOR THE CONSTRUCTION PROJECT COMPONENT OF LITTLE LEAGUE DRIVE PEDESTRIAN IMPROVEMENTS PROJECT; PROJECT NO. ATPL-5466(024); IN SAID TOWN AND APPROVING AUTHORIZED SIGNATORS TO ALL NECESSARY AGREEMENTS AND DOCUMENTS.

MOTION:

Adopt Resolution No. 22-22, approving Program Supplemental Agreement No. T70 Rev 1 to Administering Agency-State Agreement for State Funded Projects No. 00394S; authorizing the Town Manager to sign all necessary documents for the program/project; and directing staff to return with a budget amendment for project implementation.

7. **Adopt the Spending Limitation for Fiscal Year 2022-23**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ESTABLISHING THE SPENDING LIMITATION FOR FISCAL YEAR 2022-2023

MOTION:

Adopt Resolution No. 22-23 establishing the spending limitation for fiscal year 2022-23.

8. Approve the Treasurer's Report for the Quarter Ending March 31, 2022**MOTION:**

Receive and file the Treasurer's Report for the second quarter of FY2021-22.

9. Approve the AB1234 Reporting Requirements**MOTION:**

Receive and file the AB1234 Reporting Requirement Schedule for the month of April 2022.

10. Approve the Ratification of Warrant Registers**MOTION:**

Ratify the Payroll Registers totaling \$196,956.88 dated April 1, 2022, \$243,544.43 dated April 15, 2022 and \$166,047.31 dated April 29, 2022.

Ratify the Warrant Registers totaling \$175,448.77 dated April 1, 2022, \$50.00 dated April 7, 2022, \$1,387,543.20 dated April 15, 2022 and \$391,368.78 dated April 29, 2022.

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

DEPARTMENT REPORTS**11. Public Safety Memorial Recognition**

Town Clerk Copeland presented the staff report, providing an overview of the recognition of law enforcement officers for National Police Week and proposed memorial recognition for San Bernardino County Sheriff's Sergeant Dominic Vaca.

Mayor Schooler issued a proclamation in honor of National Police Week.

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

Council Member Abel spoke in favor of recognition at Remembrance Park and thanked the Sheriff's Chaplains for the service they do in their ministry.

Council Member Drozd would like to see a bench included as part of the Vaca Memorial.

Council Member Lombardo, Mayor Pro Tem Denison and Mayor Schooler spoke favorably of the proposed memorial.

RESULT: NO MOTION MADE

12. FY 2022-23 General Fund & Measure Y Partnership Funding Allocations

Finance Manager Gumbish presented the staff report for the 2022-23 Measure Y Partnership Funding Allocations.

The representatives for the following spoke on the services their organizations provides to the community:

Yucca Valley Senior Citizens Club
Reach Out Morongo Basin
Boys and Girls Club
Morongo Basin Tennis Association
Center for Healthy Generations
Yucca Valley Chamber of Commerce
Desert Regional Tourism Agency
Yucca Valley Airport District

Mayor Schooler opened public comments.

Nancy Eubanks, Yucca Valley spoke on behalf of the Ingleside Lodge and requested the Town Council reconsider staff's recommendation.

Scot McKone, Yucca Valley spoke in favor of the services provided to the public by the Center for Healthy Generations.

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

Council Member Abel thanked staff for guiding the applicants through the process and inquired on the vetting process.

Council Member Lombardo inquired on the condition of the Yucca Valley Airport runway and the total cost for the repairs.

Council Member Abel inquired on Yucca Valley Airport use statistics.

Mayor Pro Tem Denison asked about airport access during maintenance.

Mayor Schooler inquired on the reporting process to confirm the work has been completed.

MOTION:

1. Approve the allocation of the Town's FY2022-23 Measure Y Partnership of \$145,000 to the recommend applicants attached in Exhibit B: Measure Y Partnership Final Scorecard FY2022-23.
2. Approve the proposed agreement and scope of service for the Town's Chamber

of Commerce contract services agreement for FY22-24 and authorize the Town Manager or Mayor to sign on behalf of the Town, including funding in a not to exceed amount of \$50,000 for FY2022-24.

3. Authorize Amendment Five to the professional services agreement for marketing services between the Town and Desert Regional Tourism Agency and authorize the Mayor or Town Manager to execute the amendment.
4. Approve the proposed facility use agreement and scope of service for the Boys and Girls Club Facility Use agreement for FY22-24 and authorize the Town Manager or Mayor to sign on behalf of the Town, including funding in a not to exceed amount of \$40,000 for FY 2022-24.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert Lombardo, Council Member
SECONDER: Rick Denison, Mayor Pro Tem
AYES: Schooler, Denison, Abel, Drozd, Lombardo

13. Approve the Ordinance to remove and replace Chapter 6.02 of the Yucca Valley Municipal Code for Solid Waste Management

Senior Management Analyst Rice presented the staff report for the update to the solid waste ordinance. The updated is needed as part of the SB1383 legislation implementation. The ordinance title was read into the record.

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

Council Member Drozd thanked Senior Management Analyst Rice for the report.

MOTION:

Introduce Ordinance 301 and approve the first reading of the ordinance entitled:

“AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA REMOVING CHAPTER 6.02 (SOLID WASTE MANAGEMENT) OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE AND ADDING CHAPTER 6.02 (SOLID WASTE COLLECTION AND DISPOSAL) TO THE TOWN OF YUCCA VALLEY MUNICIPAL CODE”

RESULT: INTRODUCED [UNANIMOUS]
MOVER: Robert Lombardo, Council Member
SECONDER: Jeff Drozd, Council Member
AYES: Schooler, Denison, Abel, Drozd, Lombardo

14. **Resolution No. 22-24: Town of Yucca Valley, FY 2022-2023, 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.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, APPROVING THE TOWN OF YUCCA VALLEY RMRA/SB 1 PROJECT SUBMITTAL FOR FY 2022-23 AND APPROVING THE FY 2022-23 RMRA PROJECT LIST FOR SUBMITTAL TO THE CALIFORNIA TRANSPORTATION COMMISSION AND AUTHORIZING STAFF TO SUBMIT THE INFORMATION TO THE CALIFORNIA TRANSPORTATION COMMISSION.

Public Works Director Baldizzone presented the staff report, explaining all agencies must submit their SB 1/RMRA project lists to the California Transportation Commission by July 1, 2022. Town Council action designating projects for the allocation of RMRA funding is required.

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

Council Member Abel inquired on projected revenue for local streets and roads.

MOTION:

Adopt Resolution No. 22-24 approving the allocation of the Town's Fiscal Year 2022-2023 SB 1, Road Maintenance and Rehabilitation Account (RMRA) funds, estimated at the amount of \$509,005 approving the associated project list for expenditure of RMRA funds as the Town's project for fiscal year 2022-2023, 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.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Merl Abel, Council Member
SECONDER:	Rick Denison, Mayor Pro Tem
AYES:	Schooler, Denison, Abel, Drozd, Lombardo

15. **FY2022-24 Proposed Budget Adoption- Resolution No. 22-25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, ADOPTING THE BUDGET AND APPROVING APPROPRIATIONS FOR THE FISCAL YEARS COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2024 AND DESIGNATING THOSE OFFICIALS AUTHORIZED TO MAKE REQUISITIONS FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AUTHORIZING POSITIONS AND SALARY SCHEDULE FOR FISCAL YEAR 2022-2023 AND FISCAL YEAR 2023-2024

Finance Manager Gumbish presented the staff report for the final budget adoption for fiscal years 2022/23 and 2023/24.

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

Council Member Abel thanked staff for presenting a balanced budget without using reserves.

Council Member Lombardo thanked Gumbish for the presentation for the two-year budget cycle.

Mayor Pro Tem Denison spoke favorably on the two-year budget cycle.

Mayor Schooler thanked staff for the presentation.

MOTION:

1. Adopt Resolution No. 22-25 approving the fiscal year 2022-24 proposed budget, and designating those officials authorized to make requisitions for encumbrances against appropriations.
2. Approve an amendment for fiscal year 2022-23 to the contract with the San Bernardino County Sheriff's Department in the amount of \$5,891,577 and authorize the Town Manager or Mayor to sign on behalf of the Town.
3. Adopt Resolution No. 22-26 authorizing positions for fiscal years 2022-24, and authorizing pay ranges for such positions for fiscal years 2022-24, effective with the payrolls paid on July 22, 2022 and July 21, 2023.
4. Approve the Inflation Impact Policy as identified in Exhibit C.
5. Approve the amendment to Section 2.12 of the Employee Handbook, increasing standby pay rates as identified in Exhibit D.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Merl Abel, Council Member
SECONDER:	Robert Lombardo, Council Member
AYES:	Schooler, Denison, Abel, Drozd, Lombardo

PUBLIC COMMENTS

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

Tish Przybocki, Yucca Valley spoke of concern of the increased volume of truck traffic on the local state highways.

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

STAFF REPORTS AND COMMENTS

Police Captain Niles thanked the Town Council for the kind words and for the tribute to Sergeant Vaca.

Public Works Director Baldizzone updated the Council on current projects.

Town Manager Yakimow thanked the finance staff for a smooth budget cycle and announced the new "bloodsuckers" exhibit at the Hi Desert Nature Museum.

MAYOR AND COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Abel thanked the local non-profit organizations for their work in the community and invited the public to the current Miracle League season and expressed condolences to the Vaca family.

Council Member Drozd expressed well-wishes to the Vaca family.

Council Member Lombardo explained tonight's meeting shows the great sense of community found in Yucca Valley.

Mayor Pro Tem Denison stated he is thinking of the public safety family and thanked the community groups who applied for Measure Y funding.

Mayor Schooler expressed thoughts and prayers with the Vaca family as the one-year anniversary approaches and thanked the community support for Measure Y; it's doing great things in our town. Schooler provided a shout-out to Yucca Valley BMX, and noticed the track is in great shape and had a nice turnout for their recent event.

ANNOUNCEMENTS

Upcoming Meeting Schedule

The next regular meeting of the Yucca Valley Town Council will be held on Tuesday, June 7, 2022 at 6:00 PM in the Yucca Valley Community Center Yucca Room.

With no further business, Mayor Schooler adjourned the meeting at 7:48 PM.

Respectfully Submitted,



Lesley Copeland, CMC
Town Clerk

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



To: Town Council

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

Date: September 8, 2026

Meeting Date: September 15, 2026

Subject: Town Project No. 4100 : Yucca Valley Community Center Athletic Facilities Project — Phase 1, Notice of Completion

Recommendation:

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. 4100.

Prior Review:

On April 7, 2026, the Town Council adopted Resolution 26-XX, amending the budget to allocate \$400,000.00 from Capital Projects Reserve Fund 800 for Town Project No. 4100 and approved Change Order #5 to the contract with Van Engineering Inc. to remove and replace the existing asphalt parking lot surface, increasing the contract by \$380,000.00, bringing the contract amount of \$2,633,885.70 to \$3,013,885.70.

On November 5, 2024, the Town Council:

- Adopted Resolution No. 24–42, amending the 2024/2025 FY Budget, as outlined in the Resolution, for a total project budget of \$2,925,000 by appropriating \$1,325,000 from SRF 2022 Debt Service, Fund 222, to ARPA Fund 574, Project No. 4100, Yucca Valley Community Center Athletic Facilities project;
- Approved the award of a construction contract with Van Engineering, Inc., in the amount of \$2,544,825 to construct Yucca Valley Community Center Athletic Facility; authorized construction, construction contingency in the amount of \$245,170, and inspection costs in the total amount of \$2,925,000;
- Authorized the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorizes the Town Manager to expend the contingency funds, if necessary, for project completion.

On September 17, 2024, the Town Council adopted Resolution No. 24-33, approving the plan

specifications for Project No. 4100, Yucca Valley Community Center Athletic Facility Project — Phase 1, and authorized the Town Clerk to advertise and receive bids.

On February 20, 2024, the Town Council awarded a professional design agreement for the Yucca Valley Community Center Athletic Facility Masterplan to RHA Landscape Architects Planners, Inc., in the amount of \$229,840.00, authorizing the Town Manager, Town Attorney, and Mayor to sign the Town’s standard professional design agreement and related documents for these services.

On December 5, 2023, the Town Council authorized the release of the Request For Proposal for the Yucca Valley Community Center Athletic Facility Masterplan.

Discussion:

Final project reports, finding that a capital project is substantially complete pending punch list items, and reducing performance bonds as necessary, are the last steps in the capital project process brought before the Town Council.

The Yucca Valley Community Center Athletic Facilities Project — Phase 1 Project delivered eight (8) pickleball courts, LED court and parking lights, shade structure and seating, along with extending the existing parking lot to provide additional parking stalls. During the project, staff evaluated the current condition of the existing parking lot and, with Town Council approval, proceeded with the change order work to remove and replace the existing asphalt pavement and striping of the existing parking lot. The installation of artificial turf, resurfacing of the basketball courts, and additional handrails were added to the project scope under additional change orders that were approved by staff.

The project started on October 6, 2025, and was substantially completed by August 28, 2026. The Town Inspector provided a punch list of items for the contractor to correct and revise the work until found satisfactory and accepted by the Town.

It is appropriate for the Town to accept the work as substantially complete and file a Notice of Completion. It is also appropriate to reduce the Faithful Performance Bond being held as a surety to 10%. The Labor and Material Bond shall be retained for a period of six (6) months, and then released provided no liens or stop notices have been filed, following completion of the punch list items.

Alternatives

No alternatives are recommended by staff. The recommended action is the next step in project construction management.

Fiscal Impact:

The overall cost of the improvement work is accommodated by the following funding sources:

FY 2025/26

SB County ARPA Fund 524	\$1,600,000.00
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2022 Debt Service Proceeds Fund 222	\$1,325,000.00
Capital Projects Reserve Fund 800	\$420,000.00
Prop 68 Per Capita Grant Fund 575	\$177,952.00
TOTAL PROJECT FUNDING	\$3,522,952.00

The total project cost is summarized below:

Description	Cost
Original Construction Cost	\$2,544,825.00
Change Orders #1-10	\$656,200.70
Landmark Inspection and Soil Testing	60,000.00
Environmental Services	43,891.55
CDFW Permit	111,420.25
Archaeological Monitoring	31,050.00
Inspection and Testing	\$15,521.19
Bid Advertisement/Signage	\$457.32
TOTAL CONSTRUCTION COST	\$3,463,366.01

Funds remaining from the project will be returned to their source fund.

Attachments

1. Fund 574 Ledger
2. TC Meeting Minutes - 4.7.26
3. TC Meeting Minutes - 11.5.24
4. TC Meeting Minutes - 9.17.24
5. TC Meeting Minutes - 2.20.24
6. TC Meeting Minutes - 12.5.23

Town of Yucca Valley
Inception To Date Actual All Ledger for Period Ending 9/30/2026

Account	Date	Source	JE Reference	Description	Debit	Credit	Balance
574 00 4818 4100 00 0000 000	6/01/2026	A/R	1092	ARPA Proceeds - Community Center Pickleball Project County Contract Beginning Balance SAN BERNARDINO COUNTY		1,600,000.00	0.00 (1,600,000.00)
574 00 4818 4100 00 0000 000				ARPA Proceeds - Community Center Pickleball Project County Contract Ending Balance		1,600,000.00	(1,600,000.00)
574 00 8313 4100 00 0000 000	7/08/2025	A/P	1927-ITP- 2024-080-06	Wildlife California Department of Fish and Wildlife	111,420.25		0.00 111,420.25
	8/15/2025	G/L	2137	Western Joshua Tree CAIT Permit Fee, project 1927-ITP-2024-080-06			
	8/29/2025	G/L	2144	Payroll Import 08/15/2025	123.95		111,544.20
	9/12/2025	G/L	2147	Payroll Import 08/29/2025	440.72		111,984.92
	9/16/2025	A/P	778750	Payroll Import 09/12/2025	358.09		112,343.01
				The Landscape Center	6,500.00		118,843.01
	9/23/2025	A/P	778751	PO25-10176, CC Pickleball Project, WJT Relocate			
				The Landscape Center	24,985.00		143,828.01
	9/30/2025	G/L	2178	PO25-10176, CC Pickleball Project, WJT Remove and Dispose			
	10/01/2025	A/P	PRM-917	Home Depot CC Import 09/30/2025	17.33		143,845.34
				Petra Resource Management	9,500.00		153,345.34
				CC Athletic Facility Project, Archaeological Monitoring, Sept 2025			
	10/24/2025	G/L	2189	Payroll Import 10/24/2025	550.90		153,896.24
	10/31/2025	A/P	Application# 1	Van Engineering Inc. CC Athletic Facility Improvements, 10.06.25-10.31.25	344,000.00		497,896.24
	10/31/2025	A/P	PRM-922	Petra Resource Management	3,450.00		501,346.24
				CC Athletic Facility Project, Archaeological Monitoring, Oct 2025			
	11/07/2025	G/L	2193	Payroll Import 11/07/2025	385.63		501,731.87
	11/21/2025	G/L	2198	Payroll Import 11/21/2025	399.40		502,131.27
	11/26/2025	G/L	2383	To allocate the Public Works Direct performance compensation to capital projects per TM Memorandum	7,020.00		509,151.27
	11/30/2025	A/P	Application# 2	Van Engineering Inc. CC Athletic Facility Improvements, 11/01/25-11/30/25	252,025.00		761,176.27
	11/30/2025	A/P	PRM-928	Petra Resource Management	5,750.00		766,926.27
				CC Athletic Facility Project, Archaeological Monitoring, Nov 2025			
	12/05/2025	G/L	2218	Payroll Import 12/05/2025	385.63		767,311.90
	12/16/2025	A/P	PRM-933	Petra Resource Management	9,200.00		776,511.90
				CC Athletic Facility Project, Archaeological Monitoring, 12/01/25- 12/16/25			
	12/19/2025	G/L	2221	Payroll Import 12/19/2025	385.63		776,897.53
	12/31/2025	A/P	Application# 3	Van Engineering Inc. CC Athletic Facility Improvements, 12/01/25-12/31/25	203,850.00		980,747.53
	1/02/2026	G/L	2225	Payroll Import 01/02/2026	371.86		981,119.39
	1/16/2026	G/L	2240	Payroll Import 01/16/2026	289.22		981,408.61
	1/23/2026	A/P	PRM-934	Petra Resource Management	20,700.00		1,002,108.61
				CC Athletic Facility Project, Archaeological Monitoring, 12/17/25- 01/23/26			
	1/30/2026	G/L	2246	Payroll Import 01/30/2026	495.81		1,002,604.42
	1/31/2026	A/P	Application# 4	Van Engineering Inc. CC Athletic Facility Improvements, 01/01/26-01/31/26	116,200.00		1,118,804.42
	2/13/2026	G/L	2256	Payroll Import 02/13/2026	674.85		1,119,479.27
	2/27/2026	G/L	2263	Payroll Import 02/27/2026	330.54		1,119,809.81
	2/28/2026	A/P	Application# 5	Van Engineering Inc. CC Athletic Facility Improvements, 02/01/26-02/28/26	159,700.00		1,279,509.81
	3/13/2026	G/L	2271	Payroll Import 03/13/2026	523.36		1,280,033.17
	3/27/2026	G/L	2275	Payroll Import 03/27/2026	495.81		1,280,528.98

Town of Yucca Valley
Inception To Date Actual All Ledger for Period Ending 9/30/2026

<u>Account</u>	<u>Date</u>	<u>Source</u>	<u>JE Reference</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
	3/31/2026	A/P	Application# 6	Van Engineering Inc. CC Athletic Facility Improvements, 03/01/26-03/31/26	424,814.40		1,705,343.38
	3/31/2026	A/P	PRM-950	Petra Resource Management CC Athletic Facility Project, Archaeological Monitoring, Feb-Mar 2026	3,100.00		1,708,443.38
	4/10/2026	G/L	2278	Payroll Import 04/10/2026	440.72		1,708,884.10
	4/24/2026	G/L	2300	Payroll Import 04/24/2026	495.81		1,709,379.91
	4/30/2026	A/P	Application# 7	Van Engineering Inc. CC Athletic Facility Improvements, 04/01/26-04/30/26	205,400.00		1,914,779.91
	5/08/2026	G/L	2303	Payroll Import 05/08/2026	344.31		1,915,124.22
	5/22/2026	G/L	2316	Payroll Import 05/22/2026	330.54		1,915,454.76
	5/31/2026	A/P	Application# 8	Van Engineering Inc. CC Athletic Facility Improvements, 05/01/26-05/31/26	805,480.30		2,720,935.06
	6/05/2026	G/L	2324	Payroll Import 06/05/2026	275.45		2,721,210.51
	6/10/2026	A/P	6587	Roadrunner Print and Ship Printing Services, Project Sign CC Athletic Facilities	457.32		2,721,667.83
	6/18/2026	G/L	2332	Payroll Import 06/18/2026	385.63		2,722,053.46
	6/30/2026	A/P	Application# 9	Van Engineering Inc. CC Athletic Facility Improvements, 06/01/26-06/30/26	354,530.00		3,076,583.46
	6/30/2026	G/L	2378	Allocate Construction Costs to Correct Account		177,952.00	2,898,631.46
	6/30/2026	G/L	2391	To correct acct Landmark CC Pickleball Courts soil testing to ARPA construction	38,840.15		2,937,471.61
	7/24/2026	A/P	934689719	BSN Sports Rear Mount Backboards and Goa for Basketl	4,722.50		2,942,194.11
	7/31/2026	A/P	Application# 10	Van Engineering Inc. CC Athletic Facility Improvements, 07/01/26-07/31/26	230,955.00		3,173,149.11
574 00 8313 4100 00 0000 000				ARPA Community Center Pickleball Project Ending Balance	3,351,101.11	177,952.00	3,173,149.11
Report Total					3,351,101.11	1,777,952.00	1,573,149.11

Town of Yucca Valley
Town Council Meeting Minutes
April 7, 2026

Call to Order

Mayor Merl Abel called the meeting to order at 5:00 PM.

Roll Call

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

Absent:

Pledge of Allegiance

Led by Mayor Pro Tem Schooler.

Presentations, Introductions, Recognitions

1. Administration of Oath of Office – Town Clerk

Mayor Abel offered remarks recognizing Brooke Dudra's service and contributions to the Town. The Mayor then administered the Oath of Office to Brooke Dudra as Town Clerk.

Approval of Agenda

2. Agenda Approval

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

Motion:

Approve the agenda as prepared.

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

Mover: Mayor Pro Tem Jim Schooler

Second: Council Member Rick Denison

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.

Mayor Abel requested that Item No. 5 be removed from the Consent Calendar for further discussion.

3. Minutes

Motion:

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

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

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

4. Rejection of Claim

Motion:

Reject one Claim filed against the Town of Yucca Valley submitted on January 16, 2026, by Mercury Insurance Company as subrogee of Amrik Malhi.

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

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

5. Agreement with San Bernardino County, Preliminary Design Services for the Yucca Trail and La Contenta Road Intersection Roundabout Project

Town Manager Yakimow provided a report regarding the proposed agreement for preliminary design services associated with the Yucca Trail and La Contenta intersection project.

Mayor Abel clarified that moving forward would involve evaluating all feasible design options, including a potential roundabout, along with associated scope and cost considerations. The Town Manager confirmed.

The Mayor opened public comment. Cheryl Contopolis addressed the Council regarding familiarity with the intersection and nearby schools, expressed support for simpler traffic control options such as a four-way stop, and noted considerations related to bus circulation and community use.

With no additional speakers, public comment was closed.

Council Member Lombardo expressed support for proceeding with the investigation and emphasized the importance of identifying alternatives.

Council Member Drozd noted there has been significant community discussion and

clarified that no decision has been made, and that the item is for study purposes.

Mayor Abel emphasized that traffic safety is a high priority, referenced alignment concerns with the existing roadway, and expressed support for conducting the study and exploring potential funding opportunities.

Motion:

That the Town Council

1. Amend the FY2025-26 Special Revenue Fund Budget Measure I Fund 524, allocating \$200,000 of undesignated reserve funds to accommodate the preliminary design cost for the Yucca Trail and La Contenta Road Intersection Roundabout Project;
2. Adopt Resolution 26-06 to amend the Measure I Five-Year Capital Improvement Program and Expenditure Strategy for Fiscal Years 2025/2026 to 2029/2030 by adding the Yucca Trail and La Contenta Road Intersection Roundabout Project with a preliminary design amount of \$200,000;
3. Approve the Agreement with San Bernardino County for Project Design Services for the Yucca Trail and La Contenta Road Intersection Roundabout Project in the amount not to exceed \$200,000.00, authorize the Town Manager to sign all documents necessary to implement the Agreement.

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

Mover: Mayor Merl Abel

Second: Council Member Rick Denison

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

6. Declare Existing Equipment as Surplus and Authorize the Sale of Surplus Equipment

Motion:

Declare Units #24, #25, and #56 as surplus and authorizes the sale of surplus equipment.

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

Mover: Council Member Robert Lombardo

Second: Council Member Jeff Drozd

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

7. Professional Services Contract Proposal Amendment #2 - PlaceWorks - Yucca Trail Widening CEQA

Motion:

Approve Amendment #2 to the professional services agreement with Placeworks, increasing from \$111,359 to \$178,794, and authorize the Town Manager to execute the agreement between the Town of Yucca Valley and PlaceWorks, for the Yucca Trail Widening, in the amount not to exceed \$178,794.

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

8. Resolution No. 26-07 Updating Assessment Engineer's Reports for Previously Formed Street & Drainage and Landscape and Lighting Maintenance Assessment Districts

Motion:

Adopt Resolution No 26-07, ordering preparation of the annual assessment district engineer's reports, describing any new improvements or any substantial changes to the existing improvements, within the existing assessment districts.

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

9. Amendment 2 to Agreement with EcoFert for System Installation and Services - Phase II Irrigation Water Use Reduction

Motion:

Approve Amendment 2 to the 2022 agreement with EcoFert Inc., for a two (2) year extension (from July 1, 2026, through June 30, 2028) of the soil fertility and water conservation solutions and equipment maintenance of the irrigation/fertilization system at nine (9) Town parks for the additional amount of \$57,528.00 and authorizes the Town Manager to sign Amendment #2.

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

Department Reports

10. San Bernardino County Transportation Authority (SBCTA) Measure I 3.0 Continuation Expenditure Plan.

Town Manager Yakimow introduced the staff report regarding San Bernardino County and the San Bernardino County Transportation Authority (SBTCA), with Otis Greer presenting.

Council Member Denison, serving as SBTCA President, provided additional comments acknowledging the agency's work in the Morongo Basin and the benefits of Measure I funding. Comments included the importance of local funding in positioning the County as a self-help county, ongoing and completed transportation improvements, and the role of Measure I in supporting maintenance programs and safety enhancements.

Mayor Abel thanked Council Member Denison for the information and remarks.

The Mayor opened public comment. With no members of the public wishing to speak, public comment was closed.

Council Member Denison emphasized the importance of transportation funding, noting public safety as a primary priority.

Mayor Abel expressed appreciation to the presenter.

Motion:

Adopt Resolution No. 26-08 approving the San Bernardino County Transportation Authority (SBCTA) Measure I 3.0 Continuation Expenditure Plan.

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

11. FY2024-26 Draft General Fund Budget Review

Finance Manager Gumbish presented the Fiscal Year 2024–2028 Final Budget.

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

Mayor Abel commented that the budget was well prepared and noted the Council's conservative fiscal approach. Mayor Abel identified areas for future consideration, including potential funding alignment for the Welcome Center and continued evaluation of animal shelter funding.

Council Member Denison noted the budget was well prepared and expressed interest

in monitoring revenue performance specific to the new Aquatic and Recreation Center, and evaluating revenue trends and staffing impacts.

Council Member Lombardo thanked staff for the presentation, discussed tourism-related revenue considerations, and expressed interest in exploring opportunities to increase revenues, particularly following the opening of the Aquatic and Recreation Center.

Mayor Abel suggested exploring regional marketing opportunities for Town facilities.

Council Member Drozd expressed appreciation for the report and looked forward to future updates.

Council Member Schooler expressed support for identified priorities, including the Welcome Center and animal shelter, and inquired about timing for further review.

Town Manager Yakimow responded that related items will return separately for Council consideration, including operational components.

Staff provided additional clarification regarding existing and future programming, associated operational costs, and anticipated revenue tracking.

Council Member Lombardo emphasized the importance of maintaining a supportive environment for business growth and community engagement.

The report was received and filed; no formal action was taken.

12. Town Project No. 4100 – : Community Center Pickleball Court Project - Change Order #5

Public Works Director Qishta presented the proposed Change Order No. 5 for the Community Center Pickleball Court project.

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

Mayor Abel commented that the item relates to deferred maintenance needs and noted it represents an appropriate use of public funds.

Council Member Lombardo inquired about the potential reuse of removed asphalt for maintenance on dirt roads.

Staff responded that the volume of material would be limited and may be used for

transitional or maintenance purposes, as appropriate.

Motion:

1. Adopt Resolution 26-09, amending the budget to allocate \$420,000.00 from Capital Projects Reserve Fund 800 for Town Project No. 4100.
2. Approve Change Order #5 to the contract with Van Engineering Inc. for removing and replacing the existing asphalt parking lot surface, increasing the contract by \$380,000.00, and a contingency of \$40,000.00, bringing the contract amount of \$2,633,885.70 to \$3,319,055.70.

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

Mover: Council Member Rick Denison

Second: Council Member Jeff Drozd

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

Future Agenda Items

Council Member Lombardo requested exploration of revising commercial zoning to allow light industrial uses, including breweries and distilleries, to support adaptive reuse, increase visitors, and improve ease of change of use for entrepreneurs. He noted the need for flexibility to support redevelopment of older buildings.

Mayor Abel expressed support for responsible development with appropriate flexibility while maintaining protections for health, safety, and noise. He suggested reviewing the Old Town Master Plan or potential expansion to further support small business development.

There was general Council consensus to explore the item further.

Deputy Town Manager Stueckle noted the zoning code already provides flexibility within commercial districts and is generally business-friendly, with established standards. He also raised considerations regarding light industrial uses, including safety concerns related to flammable materials near residential areas, and emphasized the need for clear, enforceable regulations. Staff indicated willingness to bring the item back for further discussion and public input.

The Town Manager added that without a formal application, it is difficult to assess impacts, and any changes would need to go through the standard entitlement process.

Public Comments

Mayor Abel opened Public Comment.

Cheryl Contopolis provided an update on the animal shelter, noting a decrease in euthanasia numbers. She commented on intake, spay/neuter needs, and the need for facility expansion, including additional kennels and noise reduction. She noted the facility is not built to current community needs but stated overall operations are improving and thanked staff.

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

Staff Reports and Comments

Captain Scovel reported on OHV enforcement operations and noted additional operations are planned. Town Manager Yakimow noted ongoing tracking of complaints.

Community Services Manager Earnest thanked Mayor Abel for attending the Eggstravaganza event and provided a brief April program update.

Public Works Director Qishta provided updates on Tri-Valley projects, upcoming public hearings, commercial development updates, and noted the upcoming Planning Commission meeting.

Chief Villarino reported on upcoming fire apparatus and equipment, progress on the fire station project moving toward bid following land donation completion, and recognized the 20-year anniversary of the Sawtooth Fire.

Town Manager Yakimow noted RMOC is fully seated with comments to be incorporated and a potential cancellation of the May 19 meeting due to lack of quorum.

Mayor and Council Member Reports and Comments

Council Member Denison thanked public speakers, expressed appreciation for staff and enforcement efforts, and encouraged spring cleanup. He also noted positive comments on recent business and development activity.

Council Member Drozd congratulated staff and thanked enforcement for their work.

Council Member Lombardo congratulated staff, thanked the Clerk and Captain for enforcement efforts, and shared brief comments on museum programming and upcoming community involvement.

Mayor Pro Tem Schooler congratulated staff and expressed support for Council comments.

Mayor Abel encouraged residents to clear dry brush, thanked staff, and noted recent community meetings and events, including discussions on childcare and community programs.

Announcements

Mayor Abel closed the meeting In memory of Frank Medeiros with warm thoughts.

Mayor Abel adjourned the regular meeting at 6:44 pm.

Respectfully Submitted,

Brooke Dudra
Town Clerk

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

Council Member Schooler inquired on how much compost the Town currently uses and if there is any idea on the quality of the proposed compost product.

Council Member Abel noted frustration at the continued increase of cost being implemented due to State regulations. Abel noted he would like to see an ongoing public pick up of compost throughout the year and possibly donate to Morongo Unified School District or other local agencies.

Mayor Lombardo offered possible uses for clean compost.

Council Member Denison commented unfavorably on the distribution of cost and the high price per ton.

MOTION:

1. Approve an agreement with Burrtec Waste and Recycling Services, LLC to provide the procurement of recovered organic waste products, on behalf of the Town, as required by SB 1383, and
2. Authorize the Town Manager to sign all related documents in a form approved by the Town Attorney and make any non-substantive changes, and
3. Amend the FY2024-25 General Fund Budget to appropriate an additional \$20,000 in Professional Services - Solid Waste Division to accommodate the annual procurement costs as identified in Exhibit A.

RESULT: APPROVED [UNANIMOUS]
MOVER: Merl Abel, Council Member
SECONDER: Rick Denison, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

22. Town Project No. 4100: Yucca Valley Community Center Athletic Facilities Project - Phase 1 Resolution No. 24-42, Budget Amendment, Award of Construction Contract

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY, CALIFORNIA, AMENDING THE FY 2024-25 SPECIAL REVENUE FUND BUDGET BY APPROPRIATING \$1,325,000 FROM FUND 222, 2022 DEBT SERVICE, AND TRANSFERRING THOSE FUNDS TO ARPA FUNDING, FUND 574, PROJECT NO. 4100, YUCCA VALLEY COMMUNITY CENTER ATHLETIC FACILITIES PROJECT, FOR A TOTAL PROJECT BUDGET AMOUNT OF \$2,925,000.00 FOR PROJECT 4100.

Public Works Director Qishta presented the staff report requesting the award of bid for the Yucca Valley Community Center Athletic Facility Project- Phase 1. Bids were solicited with two responses received. The Town has reviewed the bid packages and confirmed that Van Engineering, Inc. of Wildomar, California, is the lowest responsible and responsive bidder, with a total base bid amount of \$2,544,825.00. With an anticipated 6-

month construction timeline, if awarded by the Town Council, construction work is anticipated to be completed by September 2025 depending on the receipt of the required permitting from the Department of Fish and Wildlife.

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

Council Member Schooler expressed concern for the cost of the restroom facility and would like to see the restroom facility included in the first phase due to the number of people using the courts and a possible safety issue crossing the parking lot to reach the community center restrooms.

Council Member Abel inquired on the construction timeline and noted the use of ARPA funding requires completion before the end of 2025. Abel asked for clarification on the cost of restrooms.

Mayor Pro Tem Drozd inquired if a swap could be made for restrooms instead of shade structure in the first phase.

MOTION:

Adopt Resolution No 24-42, amending the 2024/2025 FY Budget, as outlined in the Resolution, for a total project budget of \$2,925,000 by appropriating \$1,325,000 from SRF 2022 Debt Service, Fund 222, to ARPA Fund 574, Project No. 4100, Yucca Valley Community Center Athletic Facilities project.

Approve the award of a construction contract with Van Engineering, Inc., in the amount of \$2,544,825 to construct Yucca Valley Community Center Athletic Facility.

Authorize construction, construction contingency in the amount of \$245,170, and inspection costs in the total amount of \$2,925,000.

Authorize the Mayor, Town Manager, and Town Attorney to execute the agreement, and authorize the Town Manager to expend the contingency funds, if necessary, for project completion.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Schooler, Council Member
SECONDER:	Merl Abel, Council Member
AYES:	Denison, Lombardo, Abel, Drozd, Schooler

Council Member Denison thanked the committee for their presentation and inquired about attendance levels within the classrooms and how to achieve optimal levels for the best learning environment.

APPROVAL OF AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Denison, Council Member
SECONDER: Jim Schooler, Council Member
AYES: Rick Denison, Merl Abel, Jeff Drozd, Jim Schooler
EXCUSED: Robert Lombardo

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: Jim Schooler, Council Member
SECONDER: Rick Denison, Council Member
AYES: Rick Denison, Merl Abel, Jeff Drozd, Jim Schooler
EXCUSED: Robert Lombardo

2. **Adopt the Town Project No.4100: Yucca Valley Community Center Athletic Facility Project - Phase 1 - 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 YUCCA VALLEY COMMUNITY CENTER ATHLETIC FACILITY - PHASE 1 PROJECT IN SAID TOWN AND AUTHORIZING AND DIRECTING THE TOWN CLERK TO ADVERTISE AND RECEIVE BIDS.

MOTION:

Adopt Resolution No. 24-36, approving the plans and specifications for Project No. 4100, Yucca Valley Community Center Athletic Facility Project - Phase 1 and authorize the Town Clerk to advertise and receive bids.

3. **Approve the Yucca Valley Senior Center Modernization - Phase 2 Project, Town Project 5005: Consultant Services additional funds, Increasing Compensation in the amount of \$49,223, for a total contract value of \$268,223.00**

MOTION:

Approve Amendment No. 1 to the Consultant Agreement with Holt Architects by increasing compensation in the amount of \$49,223.00 to Holt Architects, authorizing the Town Manager, Town Attorney, and Mayor to sign all documents necessary to implement the project.

4. **Approve the Town Project No. 7037/8340: Town-Wide Crack, Slurry, Cape Seal Project Notice of Completion, Final Project Report**

MOTION:

Accept the project as substantially complete; authorize staff to file the Notice of

RESULT: NO MOTION MADE**11. Yucca Valley Community Center Athletic Facility Masterplan; Award of Design Professional Services Agreement, RHA Landscape Architects Planners, Inc.**

Public Works Director Qishta presented the staff report for the request to award a design professional services agreement for the Yucca Valley Community Center Athletic Facility Masterplan. After the review of proposals received, RHA Landscape Architects Planners, Inc. provided a comprehensive and responsive plan to best benefit the Town of Yucca Valley.

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

Mayor Lombardo commented on the high level of detail included with the RHA proposal.

Council Member Schooler inquired on the construction schedule and spoke favorably on including the contingency for any unforeseen issues.

Council Member Abel inquired what the other proposals were received and liked the idea that the architect has already worked locally. Abel stated he is not interested in constructing pickleball courts at any other site and the focus should be on the community center and what can fit at that location.

Mayor Pro Tem Drozd expressed he would like to see what a professional planner determines the best layout for the multiple components.

Council Member Denison commented on the track record with RHA and thanked them for the proposal.

Mayor Lombardo inquired if the Town has an option to concentrate on the community center and use other sites as a future project.

Discussion was held on the best facility to focus the development plan, traffic flow, and potential congestion at the community Center.

Council Member Abel reminded the Council of funding by Supervisor Rowe for a facility to be used by the Morongo Basin. The community center is a centralized area for a pickleball facility.

MOTION:

Award a design professional services agreement for the Yucca Valley Community Center Athletic Facility Masterplan to RHA Landscape Architects Planners, Inc., in the amount of \$219,040.00; Authorizing an additional \$16,640.00 to evaluate other sites (if needed) subject to the Town Manager approval, authorizing the Town Manager, Town Attorney, and Mayor to sign the Town's design professional services agreement and related documents for these services.

RESULT: **APPROVED [3 TO 2]**

MOVER: Jeff Drozd, Mayor Pro Tem

SECONDER: Jim Schooler, Council Member

AYES: Rick Denison, Jeff Drozd, Jim Schooler

NAYS: Robert Lombardo, Merl Abel

12. Formation of an Ad Hoc Committee- Hi Desert Water District

Town Clerk Copeland presented the staff report explaining the potential need for an ad hoc committee to conduct policy discussions with representatives from Hi Desert Water District.

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

Council Member Schooler and Mayor Lombardo both expressed desire to serve on this committee.

MOTION:

Create a Hi Desert Water District ad hoc committee and assign Mayor Lombardo and Council Member Schooler to serve on the committee to engage in policy discussion benefiting both agencies.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Merl Abel, Council Member

SECONDER: Rick Denison, Council Member

AYES: Denison, Lombardo, Abel, Drozd, Schooler

13. Town-wide Beautification Program Update - Signage

Town Manager Yakimow presented the staff report, prompting discussion on ideas for Town entry signage.

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

MOTION:

Adopt Resolution No. 23-37 to receive and file the fiscal year 2022-23 Development Impact Fee Report and Five-Year Report and make certain findings, as required by the California Government Code Section 66000 et seq.

9. **Approve the Yucca Valley Community Center Athletic Facility Masterplan; Authorization to release a Request For Proposal (RFP)**

MOTION:

Authorize the release of the Request For Proposals for the Yucca Valley Community Center Athletic Facility Masterplan.

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

TOWN COUNCIL REORGINZATION

10. **Selection of Mayor and Mayor Pro Tem for 2024**

Town Clerk Copeland opened nominations for the selection of Mayor 2024.

Council Member Schooler nominated Mayor Pro Tem Lombardo to serve as the Town's Mayor for 2024. Council Member Denison seconded.

Town Clerk Copeland closed nominations.

MOTION:

Select Mayor Pro Tem Lombardo to serve as Mayor for 2024

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jim Schooler, Council Member
SECONDER: Rick Denison, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

Appoint Council Member Drozd to serve as Mayor Pro Tem 2024.

Mayor Lombardo nominated Council Member Drozd to serve as Mayor Pro Tem for 2024, Council Member Schooler seconded.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Robert Lombardo, Mayor
SECONDER: Jim Schooler, Council Member
AYES: Denison, Lombardo, Abel, Drozd, Schooler

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



To: Town Council

From: Susan Earnest, Community Services Manager, Celeste Hilderbrand, Museum Supervisor

Date: September 10, 2026

Meeting Date: September 15, 2026

Subject: 2026-27 Youth Commission Appointments

Recommendation:

Appoint the applicants recommended by the Parks, Recreation and Cultural Commission to the 2026-27 Youth Commission, waiving the twenty-person limit, and authorizing the Parks, Recreation and Cultural Commission to review future applications and make subsequent appointments on behalf of the Council.

Prior Review:

The Town Council appoints the Youth Commission annually at the beginning of the term.

Discussion:

The Town of Yucca Valley Youth Commission consists of students in grades 7 through 12. As the Council-appointed body responsible for overseeing Youth Commission activities, the Parks, Recreation and Cultural Commission (PRCC) reviewed applications and forwarded candidates for appointment.

The PRCC has forwarded twenty-six candidates for the 2026–2027 Youth Commission. The applicants are listed below:

	Applicant Name	Grade	School	Years of Prior Service
1	Richard Abbott	12th	YVHS	5
2	Taylor Soares	12th	YVHS	4
3	Milo Danza	10th	Emma Goldman Academy	3
4	Abigail Wegner	12th	Festina Lente Academy	2
5	George Wingerter	11th	iLead	3
6	Delilah Hazell	11th	YVHS	2
7	Isabella R.	12th	YVHS	1

	Paulino			
8	Joseph Paulino	10th	YVHS	1
9	Nicolas Musch	10th	YVHS	1
10	Wayne Keele	10th	Acellus	1
11	Trenity Keele	9th	Acellus	1
12	Jamison E. Jones	9th	YVHS	1
13	Nora Wolfe	9th	YVHS	1
14	Sonora R. Atwater	9th	YVHS	1
15	Talia Soares	8th	LCMS	1
16	Reese Williams	12	Granite Mountain Charter	New
17	Savannah Stutsman	12	IQ Academy	New
18	Khloe Tili	12	YVHS	New
19	Charlee Anne Jones	11	YVHS	New
20	Senna André	10	YVHS	New
21	Luke Terrell	10	YVHS	New
22	Eva Vrhovnik	9	YVHS	New
23	Juniper Lostlen	8	Classical Conversations	New
24	Karter Kachel	7	LCMS	New
25	Mildred Langley	7	LCMS	New
26	Regina Vargas	7	LCMS	New

Staff reviewed all twenty-six applications and determined that the applicant pool provides an outstanding representation of local youth. The group includes students from a broad range of grade levels and schools, with twenty-one high school students and five middle school students representing nine schools.

It also reflects a balance of new and experienced participants, consisting of eleven first-time applicants and fifteen former Youth Commissioners seeking reappointment.

Although the Municipal Code limits the Youth Commission to twenty members, the PRCC and Town Council practice has been to waive the limit, allowing all applicants to participate, most recently appointing forty members to the 2025–2026 Youth Commission.

The Council is requested to select the applicants it wishes to appoint.

Alternatives

None recommended.

Fiscal Impact:

The Youth Commission program is included in the approved 2026-27 adopted budget.

Attachments

1. 26_27 Youth Commission Application Packets REDACTED
2. Youth Commission Ordinance and Policies

Submission #	4914085
IP Address	
Submission Recorded On	06/27/2026 1:54 PM
Time to Take Survey	3 minutes, 34 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
2. Applications and supplementary materials must be submitted by September 2. Recommendations for appointment will be made by the Parks, Recreation and Cultural Commission.
3. Returning Youth Commissioners must submit an application to be recommended for reappointment by Community Services Department staff. Additional letters of recommendation and essay are not required - applicant recommendation will be based on the candidate's prior service.
4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Richard G. Abbott

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley High School

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

RA

*** Date**

06/27/2026 1:54 PM

*** Signature of Parent/Guardian (type name)**

Nicole Abbott

*** Parent Email Address**

*** Parent Phone**

*** Date**

06/27/2026 1:58 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A.

Submission #	5072691
IP Address	
Submission Recorded On	08/22/2026 3:34 PM
Time to Take Survey	34 minutes, 39 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Senna Tupelo. Andre

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley High School

*** Grade ?**

Grade 10

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Ellen Schloff and Michelle Maresh

Letter of Recommendation 1

Senna's Youth Commissioner Letter of Recommendation.docx

Letter of Recommendation 2

YVYC_LOR_Maresh.pdf

*** Signature of Applicant (use initials)**

STA

*** Date**

08/22/2026 3:45 PM

*** Signature of Parent/Guardian (type name)**

Tasha LaDoux

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/22/2026 3:50 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

Dear the Town of Yucca Valley, My name is Senna André and I am in 10th grade at Yucca Valley High School. I grew up at a research center called the Granite Mountains Desert Research Center (GMDRC), which is located about 80 miles north of Twenty-Nine Palms. Up until last year, my mom would drive my brother and I back and forth each week to attend classes and clubs in the homeschool program through Morongo Unified School District, as well as take us to the park with our friends. Because of this, I know the community well. For example, when I was 12, I volunteered at the Palms-N-Paws animal shelter and helped with walking and feeding dogs and cleaning cages. I learned a lot from this and seeing the animals in the shelter makes me want to help them as much as I can. Back at the GMDRC, I am currently volunteering in the herbarium gluing plants. This matters to a lot of people so I focus on doing well. There are hundreds of plants each year that need to be processed into the herbarium so that botanists and other scientists can identify the plants correctly. I have also done trail and road work using McCleods, shovels, and pruners. I have driven the reserve truck (with an adult) to drag the roads. This helps after rain or if there is an abundance of cactus or debris and ultimately clears the roads for better access. I hope you consider me for the Youth Commission this year. I am a good listener and take my responsibilities very seriously. When there is something I do not understand I always ask more questions and try to do it well. I have always been a good student, including making honor roll for all semesters that it was possible. I was even nominated Student of the Month last year. In my life, I want to inspire people and make changes for the better. I have always wanted to do well for this community and strive to be the best that I can. Thank you for considering me for the Youth Commission, Senna André

My name is Ellen Schloff and I am writing to recommend Senna André to the Youth Commission. I have been Senna's science teacher for the past two years working with her and other students on science experiments and engineering projects in the Mojave Desert. Senna is an exceptional student, always coming to class with a curious mind and an aptitude for learning that is infectious. I am so fortunate to teach Senna hands-on science curriculum and have found that she goes above and beyond with all her projects that she works on and is a leader in my classroom.

Senna always puts extra care into learning the proper technique with the scientific instruments and procedures we use. She prides herself on her work and is very thorough recording data and documenting her observations and results. Senna is creative with her ideas and always comes prepared with questions and additional topics to discuss which have pushed the class forward, helping engage other classmates along the way. Most notably though, is Senna's communication skills. She is always offering to read out loud her findings, research, and written observations and is very well spoken and direct when asked to present to the class.

In addition to her high performing academics and practicing athletics, Senna spends her extra time volunteering in the community. She has spent the past few years volunteering at the 29 Palms-N-Paws animal shelter, assisting with walking dogs, feeding animals, and cleaning cages. Her volunteer work has included repairing and restoring trails with the Granite Mountains Desert Research Center as well as working in the herbarium preserving and documenting physical plant specimens.

Senna is a very bright and creative thinker; she comes to class with one of the best attitudes and wants to dive right into the lessons and projects every week! She has made many friends in my class and makes a conscious effort to include others, needing that extra support. I highly recommend Senna for the Youth Commission in Yucca Valley. Senna is such a joy to teach and is very friendly to every classmate and teacher she works with; I know she would love the opportunity to be a Youth Commissioner.

Kind Regards,

Ellen Schloff

STEM Educator



Michelle Maresh

[REDACTED]
August 10, 2026

Town of Yucca Valley Youth Commission

Celeste Hilderbrand

57090 Twentynine Palms, HWY

Yucca Valley, CA. 92284

Dear Commission Members,

It is an honor to write this letter of recommendation for Senna André. I have had the privilege of being Senna's teacher for 8 years.

Senna is quite talented in all academic areas, however her writing ability stands out well above the rest. Since her early years as my student, Senna has had a unique writing style that is natural and genuine. She understands the rules of grammar yet breaks them for good reason. She has written many stories that have been engaging, well thought out which connects with the reader.

Senna's writing ability will serve her well as a member of the Youth Commission. Her writing reveals that she observes her environment closely, asks good, relevant questions which shows she has an innate sense of empathy for others. She will edit and revise her writing until she has it just right – displaying a strong sense of diligence. I find Senna to be honest, creative and dependable. Each year Senna earned honor roll and had perfect attendance.

Senna also works exceptionally well with others. She is comfortable both listening to and speaking with people of all ages. During our enrichment activities Senna was the student who could step up and help those much younger or much older than she. She's shown a strong sense of respect and kindness when interacting with all.

I highly recommend Senna for a position on the Town of Yucca Valley Youth Commission. She is exceptionally responsible, able to adapt to new situations and is a quick learner. She will serve this community well.

Please contact me at [REDACTED] if you have any questions for me.

Sincerely,

Michelle Maresh

Submission #	5065910
IP Address	
Submission Recorded On	08/18/2026 4:35 PM
Time to Take Survey	28 minutes, 48 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Sonora R. Atwater

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley Highschool

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

SA

*** Date**

08/18/2026 3:30 PM

*** Signature of Parent/Guardian (type name)**

Kathryn Atwater

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/18/2026 3:30 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5075541
IP Address [REDACTED]
Submission Recorded On 08/24/2026 2:06 PM
Time to Take Survey 2 minutes, 45 seconds

Page 2

Town of Yucca Valley Youth Commission Application

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Lucien Milo. Danza

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Emma Goldman Academy

*** Grade ?**

Grade 10

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

LMD

*** Date**

08/24/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Sara E. Mahan

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/24/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5056400
IP Address [REDACTED]
Submission Recorded On 08/13/2026 2:39 PM
Time to Take Survey 2 minutes, 35 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Please complete the following fields.

*** Name**

Delilah f. Hazell

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

yvhs

*** Grade ?**

Grade 11

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

DH

*** Date**

08/13/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

bob hazell

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/13/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
n/a

Submission # 5045402
IP Address [REDACTED]
Submission Recorded On 08/07/2026 12:47 PM
Time to Take Survey 5 minutes, 48 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Charlee Anne. Jones

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Yucca Valley high school

*** Grade ?**

Grade 11

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations.

Letter of Recommendation 1

Letter of Recommendation (1).pdf

Letter of Recommendation 2

Letter of Recommendation .pdf

*** Signature of Applicant (use initials)**

CAJ

*** Date**

08/07/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Shirley Jones

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/07/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

Hello I am Charlee Jones and am interested in serving on the Commission because I want to contribute to my community in a meaningful way and help make thoughtful decisions that benefit local residents. I believe listening to different perspectives, working collaboratively, and acting with integrity are essential qualities for effective public service. Through my work, volunteer experiences, and personal responsibilities, I have developed strong communication, organization, and problem-solving skills. I am dependable as well as eager to learn, and committed to treating everyone with fairness and respect. Serving on the Commission would allow me to gain a better understanding of local government while giving back to the community. I am prepared to dedicate the time and effort needed to review issues carefully, participate in discussions, and make informed recommendations. I would be honored to serve and contribute positively to the Commission's mission and the future of our community.

Sincerely, Charlee Jones

February 23, 2024

To Whom It May Concern,

I am writing this letter for Charlee Jones. Charlee is an amazing young lady. She has a positive attitude and she works hard. When she does something, she goes above and beyond the requirements for the assignment or task. All of Charlee's work is high quality. She is a conscientious young lady and a positive influence on those around her. I believe Charlee is a natural leader.

Last year I had Charlee in Honors English and Leadership. She has shown over and over again that her work quality and her work ethic go above and beyond her peers. She has the mindset that she wants to succeed, and I believe that she will do this. It is a great privilege to recommend Charlee for any endeavor she chooses to take on.

In Leadership, Charlee would take on projects and turn them into masterpieces.. She is organized, self-motivated, and hardworking. She will truly be an asset to your program!

Thank you,

Rebecca Yakimow

Rebecca Yakimow

(Teacher)

Valley Community Chapel
PRESCHOOL & DAYCARE

May 21, 2024

To Whom It May Concern,

I cannot say enough great things about Charlee Anne Jones. She truly is a wonderful young lady! I have known Charlee Anne for eight years. She first began attending our daycare program when she was in second grade, she continued with us through sixth grade.

Once she started at La Contenta Middle School, she began volunteering in our preschool daycare on Friday afternoons. Charlee Anne is very good with the children. She is kind and patient with them and plays with them as well. They love her so much! We all do!

During her years in our daycare Charlee Anne was always "a leader" in our group. She helped new and younger children feel comfortable and was always kind and helpful. She is a natural leader and teacher.

Thank you,

Lisa Baldwin
Lisa Baldwin
Director

Valley Community Chapel
Preschool and Daycare
school@vcchapel.org
760-365-9049

Submission # 5044037
IP Address [REDACTED]
Submission Recorded On 08/06/2026 6:16 PM
Time to Take Survey 7 minutes, 5 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Jamison Elizabeth. jones

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Yucca valley high school

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

J.E.J

*** Date**

08/06/2026 6:19 PM

*** Signature of Parent/Guardian (type name)**

Shirley Jones

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/06/2026 6:21 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

N/A

Submission #	5109654
IP Address	
Submission Recorded On	09/01/2026 6:20 AM
Time to Take Survey	22 minutes, 5 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Karter Rose. Kachel

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

La Contenta Middle School

*** Grade ?**

Grade 7

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Florence Young: Teacher Annmarie Rung: Karter's client

Letter of Recommendation 1

kk letter of rec.pdf

Letter of Recommendation 2

AnnMarie letter of rec.pdf

*** Signature of Applicant (use initials)**

KK

*** Date**

08/31/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Salina Smith

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/31/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

Hi, My name is Karter Kachel. As an honor student at La Contenta Middle School and a member of the Cadet Corps, I strive for excellence in everything I do. My dream is to serve our country as either a fighter pilot or to be one of the first Navy SEALs. This ambition drives my commitment to discipline, leadership and my absolute rule of always being on time. I am deeply passionate about our city, Yucca Valley, and want to make an impact through community outreach, environmental action, and sustainable art. Our family actually opened the first Zero Waste store in Yucca Valley! My dedication to service shows through my volunteer work with beach and desert clean ups, responsibility as a dog sitter, and teamwork with the local soccer team. I like to be a reliable role model and voice for my peers. I am ready to bring energy, focus, and passion for progress to the Youth Commission to help our community and youth thrive. -Karter Kachel (Please accept this essay and omit my first one I realized it was cut off too soon before sending)

Letter of Recommendation for Yucca Valley Youth Commission

To Whom It May Concern,

I am delighted to write this letter of recommendation for Karter Kachel as she applies for the Yucca Valley Youth Commission. As her 6th grade teacher, I had the privilege of watching her grow academically, socially, and personally throughout the school year.

When the school year began, Karter sometimes struggled to stay focused and on task. However, what impressed me most was her determination to improve. Rather than allowing distractions to affect her learning, she made the mature decision to sit independently so she could better focus on her work. Through perseverance, self-discipline, and a strong desire to succeed, she transformed into one of the most responsible students in the classroom. By the end of the year, she was often among the first students to complete and turn in assignments, demonstrating exceptional self-regulation and personal accountability.

Academically, Karter is a talented and capable student. She excels in mathematics and is a skilled writer who communicates her ideas clearly and thoughtfully. In addition to her academic strengths, she is an exceptionally talented artist whose creativity and attention to detail consistently stand out.

Beyond her academic and artistic abilities, Karter possesses natural leadership qualities. She leads by example through her work ethic, positive attitude, and willingness to support those around her. She frequently encouraged her peers, offered thoughtful advice, and helped create a positive classroom environment. Her kindness, maturity, and ability to connect with others earned the respect of both classmates and teachers.

I believe Karter would be an outstanding addition to the Yucca Valley Youth Commission. She has demonstrated resilience, responsibility, leadership, and a genuine commitment to personal growth. I am confident she will bring valuable ideas, creativity, and a strong work ethic to the commission while continuing to serve as a positive role model for other young people in our community.

I recommend her without reservation. Please feel free to contact me at fyoung@morongousd.org if you require any additional information.

Sincerely,

Florence Young

6th Grade Teacher

August 31, 2026

Annmarie Rung
[REDACTED]
[REDACTED]

To whom it may concern,

I am very happy to recommend Karter Kachel for the Yucca Valley Youth Commission.

I have gotten to know Karter through caring for my dog, Sage, and over that time I have been able to see firsthand what a responsible, dependable, and genuinely caring young woman she is. Trusting someone with a pet, as well as trusting them in your home and with something that is an important part of your family, says a lot. Karter has absolutely earned that trust from me.

One of the things that stands out most about Karter is her maturity. She is reliable, communicates well, follows through, and is always willing to help. At the same time, she has a kindness and warmth about her that can't really be taught. She genuinely cares about what she is doing and about the people and animals around her. I also think Karter has qualities that would make her a wonderful addition to the Youth Commission. She is responsible and thoughtful, but she is also someone who I believe would bring a positive perspective and genuinely care about making a difference. She is the kind of young person you want to see become involved in her community because she takes responsibility seriously and leads through her actions.

From my personal experience with Karter, I believe she would be an asset to the Yucca Valley Youth Commission and would represent the young people of our community extremely well. I have complete confidence in her and am very happy to support her application.

Sincerely,
Annmarie Rung

Submission #	5039440
IP Address	
Submission Recorded On	08/04/2026 7:26 PM
Time to Take Survey	2 minutes, 55 seconds

Page 2

Town of Yucca Valley Youth Commission Application

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Trenity M. Keele

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Homeschool

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning youth commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

TMP

*** Date**

08/04/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Leeann Keele

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/04/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5039445
IP Address [REDACTED]
Submission Recorded On 08/04/2026 7:29 PM
Time to Take Survey 1 minute, 46 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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2. Applications and supplementary materials must be submitted by September 2. Recommendations for appointment will be made by the Parks, Recreation and Cultural Commission.
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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Wayne A. Keele

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Homeschool

*** Grade ?**

Grade 10

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning youth commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

WAK

*** Date**

08/04/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Leeann Keele

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/04/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission #	5078306
IP Address	
Submission Recorded On	08/25/2026 4:19 PM
Time to Take Survey	25 minutes, 21 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Mildred Z. Langley

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Sky Mountain Charter School (Homeschool Via independent study program)

*** Grade ?**

Grade 7

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Sally Stevens & Amanda Mayes

Letter of Recommendation 1

Mildred LOR SS.pdf

Letter of Recommendation 2

Langley Mildred Recommendation Letter.pdf

*** Signature of Applicant (use initials)**

ml

*** Date**

08/25/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Angie Langley

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/25/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

I am Mildred Langley. I play community softball for Tri-Valley Little League for five seasons, basketball for the town of Yucca Valley for three, and currently play for the local Laces club team in Yucca Valley. Although I am not schooled by the Morongo Unified School District currently, I was a student there until last year and was in the ACCE program for sixth grade. Although I reside in the neighboring town of Morongo Valley, I am deeply interested in joining the Youth Commission for the town of Yucca Valley because I do not want to be merely an observer. I want to be an active, contributing part of my community, to be able to give my input on current situations, and to make the town of Yucca Valley a better place for everyone. I enjoy working with other people, and I am open to new ideas. I am truly excited for this opportunity to contribute to giving the town a better tomorrow.



Board of Education

Christopher Claire,
President
Roberta Meyers
Pete Wood
Bianca Stoker
Missy Bond

District Superintendent

Dr. Patricio I. Vargas

August 25, 2026

To Whom It May Concern:

It is my pleasure to recommend Mildred Langley, a sixth-grade student whom I had the privilege of coaching during the 2026 softball season. I have also had the opportunity to work with Mildred during Morongo Unified School District's Expanded Learning non-instructional day programs.

Mildred is truly one of the most respectful, hardworking, and impressive students and athletes I have encountered. Whether she is in the classroom, participating in a program, or competing on the softball field, she consistently demonstrates maturity, determination, and a positive attitude.

Mildred is intelligent, dependable, and always willing to help others. She leads naturally through her actions, treats both adults and peers with kindness, and can be trusted to make good decisions. She does not seek attention or recognition; instead, she stands out because of her strong character, work ethic, and ability to bring out the best in those around her.

Mildred is an exceptional young person with tremendous potential. I recommend her without hesitation and am confident that she will continue to be a positive leader and an asset to any team, school, or program fortunate enough to have her.

Sincerely,

Sally Ananian-Stevens

Sally Ananian-Stevens
Program Specialist, Expanded Learning
Morongo Unified School District
760-367-9191 Ext. 4250
sstevens@morongousd.org

Academy of College and Career Excellence West
59269 Sunnyslope Dr.
Yucca Valley, CA 92284
Phone: 760-228-1162
Fax: 760-228-1163
Office Hours 7am-3pm



Academy of College and Career Excellence East
72770 Hatch Rd.
Twentynine Palms, CA 92277
Phone: 760-367-7273
Office Hours 7am-2pm

August 21, 2026

Town of Yucca Valley Youth Commission
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

To the Yucca Valley Youth Commission Selection Committee:

It is my genuine pleasure to recommend Mildred Langley for a position on the Yucca Valley Youth Commission. I have had the privilege of teaching Mildred during her sixth grade year. I watched her distinguish herself in ways that are uncommon for a student her age. Quite honestly, students like her are rare.

When I first taught Mildred, she tested well beyond her grade level in reading, language arts, and mathematics—typically performing two to three grade levels above where she was expected to be. She is formally identified as gifted, but her abilities extend well beyond test scores. She has a genuine and voracious appetite for knowledge, understanding, and excellence. She does not simply want to know the answer; she wants to understand why. I can say, without reservation, that she can do whatever she sets her mind to—and, more importantly, that she *will*.

What has always struck me most, however, is that her intelligence is accompanied by an unusual level of maturity and awareness. Her communication skills are exceptional. She is interesting, but more importantly, she is *interested*. She listens. She thinks before she speaks. She can read a room and understand what a situation requires of her. When she contributes, her input is meaningful because she has taken the time to consider both the subject and the people around her. That ability is difficult to teach and even more difficult to find in someone so young.

Mildred is also remarkably well-rounded. She is a traveler, a writer, a reader, an athlete, and someone with a strong interest in science, technology, engineering, art, and mathematics. Math and engineering, in particular, seem to come naturally to her. At one point, she even engineered a working model inspired by Leonardo da Vinci's flying machine, just for fun. Da Vinci is certainly one of the great thinkers she seems to emulate—not simply because of his intelligence, but because of his curiosity and his refusal to confine himself to one area of learning. In more high-minded fields, Mildred might be described as a Renaissance person.

And yet, despite all of this, she is grounded and poised. She does not need to announce that she is capable. She simply is. She has a quiet confidence that comes from knowing herself and from being willing to put in the work. She is a natural student, a natural communicator, and, I believe, a natural leader.

I proudly recommend Mildred Langley for the Yucca Valley Youth Commission without hesitation and without reservation. She will bring intelligence, perspective, maturity, curiosity, and genuine substance to the Commission. More than that, I believe she will make the people around her better simply by being in the room.

Sincerely,

Amanda Mayes
Teacher
Academy of College and Career Excellence
Morongo Unified School District

Submission # 4944077
IP Address [REDACTED]
Submission Recorded On 07/13/2026 10:47 AM
Time to Take Survey 11 minutes, 7 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Juniper A. Lostlen

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Homeschool

*** Grade ?**

Grade 8

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Marlisa Hughes and Alisha Reller

Letter of Recommendation 1

Juniper Recommendation.pdf

Letter of Recommendation 2

Letter of Recommendation.pdf

*** Signature of Applicant (use initials)**

JL

*** Date**

07/13/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Sarah Lostlen

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

07/13/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

I am hoping for the opportunity to serve in the Yuca Valley Youth Commission. As a fifth generation Morongo Basin resident, I am looking for ways to help in the community. In the past, I have volunteered at the local cat shelter in Yucca Valley called Save The Meow Meows, where I helped care for and clean up after the cats and answer customer questions. This past year I helped to collect and pack over 100 boxes for Operation Christmas Child. Recently, I assisted with ordering and serving for a pizza selling fundraiser for my homeschool co-op. Homeschooling gives me a flexible schedule, while learning to manage my time on my own with my school assignments. Participating in Yucca Valley community sports such as basketball, volleyball camp, and swim lessons, has helped me to meet many families in the community. These experiences have helped me understand the importance of community.

May 14th, 2026

Re: Yucca Valley Youth Commission

To Whom It May Concern,

The purpose of this letter is to state that I, Marlisa Hughes, am recommending Juniper Lostlen as a strong candidate for your organization. I am an Early Childhood Educator at a local private school, Teacher/Tutor for a homeschool organization and children's minister for a local house of worship. I have known Juniper for three years and believe she will make a valuable addition to your youth program. She has volunteered under my supervision for charitable events and has been incredibly helpful to our cause. Juniper has great leadership potential; she displays a willingness to learn and cooperates well with others. She is dependable and brings a positive attitude to the team. Juniper is consistently reliable in following directions and respectfully responds to adults. She is patient and kind, especially to younger children and is a role model to look up to. In conclusion, I am confident that Juniper will be a tremendous asset to your youth program and I give her my highest recommendation.

Mrs. Marlisa Hughes,
Classical Conversation Tutor
Palm Desert CA
Aftercare Assistant Director/
Preschool Assistant
King's Schools
Palm Springs CA

07.03.2026
Alisha Reller

To Whom It May Concern,

I am pleased to provide this letter recommendation for Juniper Lostlen for the Youth Commission selection. I have coached Juniper on multiple occasions and have watched her grow into an amazing young lady.

Juniper is a polite and is eager to learn. She gets along well with her peers and is very respectful towards her elders. She always has a positive attitude and makes others feel included.

Recently when I coached her, she was a bit shy like she has always been. I encouraged her to step out of her comfort zone and let her know what my expectations were from her for the season. She played the best I had ever seen her play and exceeded my expectations! She did so well and I was so proud to be her coach!

I am confident that Juniper will bring her positivity, dedication, and strong character to the Youth Commission. She has already shown tremendous growth, and I believe she will continue to excel in any leadership opportunity she is given. I fully support her selection.

Feel free to reach out if you have any questions.

Alisha Reller



Submission #	4823919
IP Address	
Submission Recorded On	05/13/2026 1:41 PM
Time to Take Survey	3 minutes, 56 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Nicolas Sonneland. Musch

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley High School

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

NM

*** Date**

05/13/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Heather Musch

*** Parent Email Address**

*** Parent Phone**

*** Date**

05/13/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission #	5036826
IP Address	
Submission Recorded On	08/03/2026 10:39 PM
Time to Take Survey	7 minutes, 32 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Please complete the following fields.

*** Name**

Isabella Paulino

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

yucca valley highschool

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

I.P

*** Date**

08/03/2026 9:00 PM

*** Signature of Parent/Guardian (type name)**

Marie Ables-Paulino

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/03/2026 9:00 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission #	5072662
IP Address	
Submission Recorded On	08/22/2026 3:25 PM
Time to Take Survey	11 minutes, 36 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Joseph Alexander. Paulino

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca valley high school

*** Grade ?**

Grade 10

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

JP

*** Date**

08/22/2026 3:30 AM

*** Signature of Parent/Guardian (type name)**

Arthur Paulino

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/22/2026 3:30 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5106720
IP Address [REDACTED]
Submission Recorded On 08/30/2026 6:04 PM
Time to Take Survey 10 minutes, 17 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Talia Faith. Soares

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

La Contenta Middle School

*** Grade ?**

Grade 8

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

TS

*** Date**

08/30/2026 6:11 PM

*** Signature of Parent/Guardian (type name)**

Tony Soares

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/30/2026 6:13 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5073077
IP Address [REDACTED]
Submission Recorded On 08/23/2026 8:24 AM
Time to Take Survey 4 minutes, 5 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Taylor G. Soares

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Yucca Valley High school

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

TS

*** Date**

08/23/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Tyronza Soares

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/23/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission #	5106600
IP Address	
Submission Recorded On	08/30/2026 3:44 PM
Time to Take Survey	27 minutes, 7 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Savannah Stutsman

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

IQ Academy, Los Angeles

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Reference 1: Madison Grogan: ALA California Girls State Counselor Reference 2: Jeff Drozd: Town of Yucca Valley Council Member/Former Mayor

Letter of Recommendation 1

1Letter Of Rec SavannahStutsman.docx

Letter of Recommendation 2

2Letter Of Rec SavannahStutsman.docx

*** Signature of Applicant (use initials)**

SS

*** Date**

08/30/2026 3:55 PM

*** Signature of Parent/Guardian (type name)**

Mandi Stutsman

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/30/2026 3:56 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

As a lifelong advocate for transparent, accessible local government, I am eager to serve on the Youth Commission. Through independent investigative reporting on local policies, including analyzing Town Council actions on municipal shelter operations, and interning with the Los Angeles County Superior Court, I have developed a practical understanding of how civic institutions serve their residents. As the founder of my school's Model UN and a delegate to California Girls State as the first home-schooled delegate, I've worked to create inclusive spaces where every student's voice is valued. As an online student, I hope to help strengthen the connection between youth and local government. I will bring research, community engagement, and a commitment to ensuring young residents have meaningful opportunities to share their perspectives. In the Commission, I hope to help develop programs, amplify youth voices, and contribute constructive policy recommendations that make our town a stronger community for everyone!

August 3, 2026

To whom it may concern,

I am writing to offer my highest recommendation of Savannah Stutsman to the Yucca Valley Youth Commission. Savannah was a delegate to the ALA California Girls State convention this summer, where I served as her counselor during the week-long leadership intensive. This gave me the opportunity to observe her leadership, character, and commitment firsthand. Girls State is a prestigious program that selects only one student per high school and challenges young California women to get involved in government, community service, and civic engagement.

It does not surprise me that Savannah was selected to participate in our ALA California Girls State program. As one of the first home-schooled participants in the program's history, she had to advocate for herself throughout the selection process. She approached that challenge with maturity and determination, qualities that continued throughout the week. From the beginning of the program, I noticed her constant awareness of those around her. She treated her peers with respect and consistently ensured everyone had a voice. Several times I watched her uplift others who were struggling to handle the intensive week. Because of this, her attitude influenced others, and she was one of the key members of the group who created psychological safety and a deep sense of belonging.

Savannah's passion for civic engagement became evident during the program, culminating in her election to County Superior Court Judge. This is a highly competitive position that required several rounds of speeches and campaigning. During the process, Savannah showed clear knowledge of political institutions as well as her dedication to civic leadership. Her public speaking skills and confidence in front of an audience were far above her peers. This did not surprise me, as she has had significant involvement in civic and political roles throughout her high school years. What surprised me was how she wove her experience into every part of her day-to-day life in the program and used her knowledge to lift up her peers, even when she was at times competing directly against them.

I work with hundreds of students every year, and I can earnestly say that Savannah Stutsman is a step above the rest. She is not only incredibly qualified for the role, but she has the personal passion for local involvement that would encourage the Youth Commission to be the best it can be. In everything she does, Savannah is 100% committed, and the Youth Commission would be no exception. Above it all, Savannah has a unique ability to unite others, which is exactly the type of leader who is needed to increase youth involvement in her community and encourage others to shine.

I am honored to have the opportunity to recommend Savannah Stutsman to the Yucca Valley Youth Commission. Savannah is truly an individual of high character, empathy, dedication, and passion. She will contribute thoughtful ideas, lead with integrity, and encourage thoughtful

participation among fellow commissioners. I wholeheartedly endorse Savannah for this position and am happy to answer any follow-up questions regarding her credibility or character.

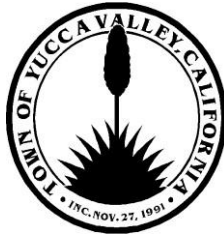
Kind regards,

Madison Grogan

ALA California Girls State Counselor

Madigrogan1@gmail.com





TOWN OF YUCCA VALLEY

57090 TWENTYNINE PALMS HWY., YUCCA VALLEY, CA 92284

Phone: (760) 369-7207 Fax: (760) 369-0626

August 08, 2026

To Whom It May Concern,

I am writing to recommend Savannah Stutsman for a spot on the Yucca Valley Youth Commission. Savannah is an online student here in Yucca Valley that contacted me by email. As a Town Council Member in The Town of Yucca Valley she wanted to interview me to investigate the history of our Animal Shelter that has had some controversy in past years.

She interviewed me and other members on the council to find out more history of the problem, and gain a new perspective, specifically my opinion about the situation and the solution that the Town crafted.

Her interviews were for a competition for the Senior Editor position at her school. She is also submitting the piece to the Yale Politic Inaugural High School Competition, a rigorous competition.

We emailed back and forth for awhile then scheduled an interview over the phone. Our phone call lasted about an hour and almost immediately I noticed the amount of research she did on the subject, her depth of knowledge was impressive.

Savannah makes writing this easy. I am happy to write this letter, and I know that she will achieve her goals and I proudly recommend her.

Sincerely,

CADD/CIS Professor at Copper Mountain College

Town of Yucca Valley Council Member/Former Mayor

Cell [REDACTED] jdrozdy@yucca-valley.org

Submission #	5109000
IP Address	
Submission Recorded On	08/31/2026 4:34 PM
Time to Take Survey	28 minutes, 13 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
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4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Luke E. Terrell

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley High School

*** Grade ?**

Grade 10

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Ky Seacat, Efrain Barrientos

Letter of Recommendation 1

Luke Terrell letter of recommendation 1.pdf

Letter of Recommendation 2

Luke Terrell letter of recommendation 2.pdf

*** Signature of Applicant (use initials)**

Luke E. Terrell

*** Date**

08/31/2026 4:45 PM

*** Signature of Parent/Guardian (type name)**

Amy S. Terrell

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/31/2026 4:45 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

To join the Yucca Valley Youth Commission would be an honor for me. I am fairly new to the desert, and I want to become involved in my community. I have not had a lot of opportunities to be involved in my community in the places I have lived in the past, and this is a perfect gateway for helping get involved in the city I now call home. Some volunteer experience I have includes being a part of Unified Physical Education at Yucca Valley High School. This is where I interact with students with disabilities, play games with them, and make new friends in the process. I would like to participate and work for events that serve my community. I am motivated to learn and have new experiences with my community. Thank you for the opportunity to join the Yucca Valley Youth Commission.



YUCCA VALLEY HIGH SCHOOL

7600 Sage Ave.
Yucca Valley, CA 92284
(760) 365-3391

August 12, 2026

To Whom It May Concern:

I am pleased to recommend Luke Terrell, a sophomore at Yucca Valley High School, for the Yucca Valley Youth Council. Luke is an outstanding student who demonstrates a strong commitment to academics, leadership, and involvement in his school community.

With a 4.11 GPA, Luke has shown that he is dedicated, responsible, and capable of maintaining high academic standards. He has also been a varsity swimmer since his freshman year, demonstrating discipline, perseverance, teamwork, and a willingness to challenge himself. In addition, Luke is an NHS candidate, reflecting his commitment to leadership, character, and service.

I believe Luke would be an excellent addition to the Yucca Valley Youth Council. He brings maturity, a strong work ethic, and a genuine desire to contribute to his community. I highly recommend him for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Ky Seacat". The signature is fluid and cursive.

Ky Seacat
Yucca Valley High School



UNITED STATES MARINE CORPS
7TH MARINE REGIMENT
1ST MARINE DIVISION
MARINE CORPS AIR GROUND COMBAT CENTER BOX 788262
TWENTYNINE PALMS CALIFORNIA 92278-8262

31 Aug 26

From: Command Senior Enlisted Leader, 7th Marine Regiment
To: Members of the Selection Committee

Subj: RECOMMENDATION FOR LUKE TERRELL - YUCCA VALLEY YOUTH
COMMISSION

1. I am pleased to strongly recommend Luke Terrell for appointment to the Town of Yucca Valley Youth Commission. Luke is a disciplined, civic-minded leader whose character, academic drive, and community involvement make him an exceptional candidate to represent our local youth.
2. Recognized as the Yucca Valley High School Freshman of the Year, Luke consistently models excellence across academics and athletics. He maintains a straight-A grade point average while competing as a two-sport varsity athlete in wrestling and swimming. Balancing two demanding athletic seasons alongside a rigorous academic course load demonstrates his strong work ethic, accountability, and time-management abilities.
3. Equally important is Luke's dedication to community service. At school, he actively works with disabled students through the Unified Physical Education program, demonstrating patience, empathy, and a commitment to inclusive leadership. Additionally, Luke routinely volunteers his time at family and community events supporting the Marines and Sailors of the 7th Marine Regiment, bridging our civilian and military communities.
4. Luke is a dependable teammate and a proactive leader who will bring meaningful perspective, energy, and organization to the Commission's initiatives. I give Luke Terrell my highest recommendation and urge your favorable consideration of his application.
5. Please contact me at efrain.barrientos.mil@usmc.mil for any additional questions.


E. BARRIENTOS

Submission # 5108793
IP Address [REDACTED]
Submission Recorded On 08/31/2026 2:39 PM
Time to Take Survey 45 minutes, 12 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Regina Vargas

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

La Contenta Middle School

*** Grade ?**

Grade 7

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Kristina Turk and Kat Usher

Letter of Recommendation 1

Reginas recommendation letter Kat.pdf

Letter of Recommendation 2

reginas letter of recommendation Turk.pdf

*** Signature of Applicant (use initials)**

RV

*** Date**

08/31/2026 12:00 AM

*** Signature of Parent/Guardian (type name)**

Enedina Hernandez

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/31/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

To Whom It May Concern, I write this letter for the consideration of my application, for your causes and committee. I think I would be a great member because of my qualifications. One of them is being in my school council for 3 years, from this I have learned leadership, independence, and public speaking from the multiple speeches I have said to about 120 kids and adults. I also have participated in multiple plays, where I had large speaking roles. From this, I learned a lot of communication from just talking to the other actor and to the audience. I also learned how to speak clearly and how to project my voice. I also have a strong passion for sports like soccer which I have played for seven years, from my experiences I have adapted teamwork, appreciation for my teammates, and good sportsmanship in to my skill set. The reason for my application is that I want to help my community and the people in it, this also comes from my desire to be a lawyer. I also just like be involved in many things like soccer, gymnastics, dance, softball, swimming, piano, and as I'm writing this letter I'm planning to try out for my schools flag foot ball team. I'm also generally good at my academics, getting a As and Bs average through out my school years. Two of my many hobbies are reading and writing which I think also could greatly benefit your causes. That is why I think I would be a great addition to your committee, thank you for your time!

To the Youth Commission Selection Committee,

I am writing to recommend Regina Vargas for the Town of Yucca Valley Youth Commission.

As Regina's soccer coach through the Morongo Basin Youth Soccer Association for several years, I have had the opportunity to watch her grow into an exceptional young woman. Over that time, she has consistently demonstrated qualities that make her an excellent candidate for a leadership role within our community.

Regina is the type of player every coach hopes to have on their team. She is respectful, dependable, and leads by example. Whether we're winning or facing challenges, she maintains a positive attitude and encourages those around her. Her teammates look up to her because she treats everyone with kindness and makes people feel included.

What stands out most about Regina is her character. She is thoughtful, intelligent, and genuinely cares about others. I've seen her help teammates who were struggling, welcome new players to the team, and put the needs of the group ahead of herself. She has a natural ability to connect with people and earn their respect.

Beyond athletics, Regina has the maturity and responsibility needed to represent the youth of Yucca Valley. She is well-spoken, hardworking, and capable of providing valuable perspectives on issues affecting young people in our community. I am confident she would take the opportunity seriously and make meaningful contributions as a member of the Youth Commission.

I wholeheartedly support Regina's application and believe she would be an outstanding addition to the Town of Yucca Valley Youth Commission. She is a remarkable young person with a bright future, and I look forward to seeing the positive impact she will continue to make in our community.

Sincerely,

Coach Kat

Volunteer Coach

Morongo Basin Youth Soccer Association

Kat Usher

Vice President, Service Center Practice Leader

NFP, an AON Company

August 26, 2026

To Whom It May Concern:

I am honored to write this letter of recommendation for Regina Vargas as she seeks a position on the Yucca Valley Youth Commission. I have had the pleasure of knowing her for many years, first as her first-grade teacher at Landers Elementary School and later as the advisor to our Student Council, in which she actively participated for three years.

Throughout the time I have known her, she has consistently demonstrated leadership, responsibility, and a genuine desire to contribute to her school and community. She is an energetic, outgoing, and creative young lady who naturally draws others in with her enthusiasm and positive attitude. Her confidence and ability to connect with her peers make her a natural leader.

Her interest in leadership was evident through her participation in Student Council, where she was an active and reliable member. Whether she was helping plan activities, supporting school events, or assisting with responsibilities assigned to Student Council members, she could always be counted on to follow through. Her strong work ethic and positive attitude made her a valuable member of our Student Council team.

In addition to her leadership skills, she is comfortable speaking in front of groups and enjoys being on stage. Her creativity, confidence, and willingness to share ideas allow her to contribute meaningfully to discussions and inspire those around her. I believe these qualities would serve her well as a member of the Yucca Valley Youth Commission.

I am confident that Regina would be an excellent addition to the Yucca Valley Youth Commission. She possesses the character, leadership abilities, and dedication necessary to make a positive impact on her community. I highly recommend her and believe she will represent the youth of Yucca Valley with enthusiasm, integrity, and commitment.

Thank you for your consideration. Please feel free to contact me if additional information is needed.

Sincerely,

Kristina Turk
MTSS Coordinator
Landers Elementary School

Submission #	5106859
IP Address	
Submission Recorded On	08/17/2026 7:29 PM
Time to Take Survey	13 days, 29 minutes, 42 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Eva Jo. Vrhovnik

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Yucca Valley High School

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations.

Letter of Recommendation 1

letter of rec Eva Vrhovnik.docx

Letter of Recommendation 2

letter of rec Eva Vrhovnik.docx

*** Signature of Applicant (use initials)**

Eva Vrhovnik

*** Date**

08/17/2026 7:46 PM

*** Signature of Parent/Guardian (type name)**

Brooke Dudra

*** Parent Email Address**

*** Parent Phone**

*** Date**

08/17/2026 7:50 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

I have always wanted to find a way to become more involved in my community and make a positive difference. When I learned about the Youth Commission, I knew it would be a great opportunity for me to do that. I want to join because I believe young people should have a voice in the decisions that affect their community. I would love to be able to share my ideas, listen to other people my age, and work together to make our community better. Joining the Youth Commission would also give me the chance to learn new things and take on more responsibility. I want to become more confident speaking up, working with others, and helping solve problems. I think being part of the commission would teach me skills that I can use both now and in the future. Most importantly, I want to be someone who contributes to my community instead of just watching from the sidelines. I am excited about the possibility of meeting new people, hearing different perspectives, and helping create positive changes. I believe the Youth Commission would be an amazing experience, and I would be proud to represent young people in my community.

August 14, 2026

To Whom It May Concern,

I am writing this letter for Eva Vrhovnik. Eva is an amazing young lady. She has a positive attitude and she works hard. Her work is always complete, on-time, and done exceptionally well. When she does something, she goes above and beyond the requirements for the assignment. All of Eva's work is high quality.

She is a very conscientious young lady and a positive influence on those around her. She is quiet, but is able to speak up when she needs to. She definitely leads by example. She is able to handle whatever task that needs to be done and she does it with a positive attitude.

Eva was in Leadership for the last two years at La Contenta and she has shown that she can stand out among other amazing students. She is able to do this and it looks effortless. I believe that Eva will do great things in her life. It is a great privilege to recommend Eva for any endeavor she chooses to take on.

Thank you,

Rebecca Yakimow

(Teacher)

August 28, 2026

Yucca Valley Youth Commission
Yucca Valley, California

To whom it may concern,

My name is Christina Hinzman. I am writing this letter of recommendation for Eva Vrhovnik, who attends my English 9 and College and Personal Success classes at Yucca Valley High School. During this time, I have had the opportunity to observe Eva closely and have been thoroughly impressed with her abilities and achievements.

Eva has consistently demonstrated a strong work ethic and a high level of commitment to her academic pursuits. Eva is a quick learner and has a keen ability to adapt to new situations and challenges. Her dedication to excellence is reflected in her consistent high academic performance and her ability to go above and beyond what is expected.

Apart from her academic skills, Eva possesses excellent interpersonal skills and is able to work effectively in a team environment. She is a natural leader and is able to inspire and motivate others to work towards a common goal. Her positive attitude and strong communication skills have also been instrumental in her ability to build strong relationships with her fellow students.

Overall I strongly recommend Eva for the Yucca Valley Youth Commission. She is an excellent candidate who possesses all the necessary skills, qualities and potential to excel in anything she puts her mind to.. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Christina Hinzman
English 9, HSS, C&PS, GATE
Yucca Valley High School, MUSD

Contact information: chinzman@morongousd.org (760) 365-3391 x 3109

Submission #	4922190
IP Address	
Submission Recorded On	07/01/2026 12:41 PM
Time to Take Survey	2 minutes, 55 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Clayton Rardon at the Community Services Department (760) 369 7211 ext 240 or crardon@yucca-valley.org

Please complete the following fields.

*** Name**

Abigail L. Wegner

*** Residence Address**

*** Cell Phone**

*** Email Address**

*** School**

Homeschooled

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

AW

*** Date**

07/01/2026 12:42 PM

*** Signature of Parent/Guardian (type name)**

Renee Wegner

*** Parent Email Address**

*** Parent Phone**

*** Date**

07/01/2026 12:42 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5108962
IP Address [REDACTED]
Submission Recorded On 08/31/2026 4:11 PM
Time to Take Survey 27 minutes, 40 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Reese Taban. Williams

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Granite mountain charter school

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Shirley Jones and Lisa Hanna

Letter of Recommendation 1

recommendation.docx

Letter of Recommendation 2

Reese Williams.docx

*** Signature of Applicant (use initials)**

RTW

*** Date**

08/31/2026 4:38 PM

*** Signature of Parent/Guardian (type name)**

Kelly Williams

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/31/2026 4:38 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience, qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

I am interested in working with the Yucca valley youth commission because I would like more work experiance, I would like to help my community, and I would like something to do to make my senior year memorable. During the summer between my freshman and sophmore years I interned at the hi-desert cultural center. This was shortly before it closed down. I also help with childcare at my church, Crossview bible church, every sunday. And I babysit my little sister at home often. I would also like to note that my older brother, Ted Williams, has worked for the city for several years. I am hoping that by working here I will be able to gain some more wisdom of how to work a job and be in the real world before I actually leave for the real world. I seriously hope you consider my offer in good spirits. Thank you, and God bless. -Reese Williams

Shirley Jones

1st/2nd Grade Teacher

Joshua Tree Elementary School

sjones@morongousd.org

760-366-8459 Ext. 3005

August 31, 2026

To Whom It May Concern:

I am pleased to recommend Reese Williams for Yucca Valley's Youth Commission. I have had the privilege of knowing Reese for many years as both a family friend and neighbor, and I have always been impressed by her kindness, creativity, dependability, and commitment to serving our community.

Reese would be an excellent addition to the Youth Commission. She is enthusiastic about engaging with other young people, hosting youth activities, communicating effectively, and working collaboratively with Town of Yucca Valley staff to accomplish shared goals. She brings a positive attitude, a strong sense of responsibility, and a genuine desire to make a meaningful contribution to her community.

I am confident that Reese will bring the same level of commitment, skill, and positive energy to the Youth Commission. I wholeheartedly recommend her for this opportunity and believe she will be a valuable asset to the program.

Sincerely,
Shirley Jones

August 31, 2026

Dear sir/madam,

I am excited to write this character reference for Reese Williams in response to her application to be part of the Yucca Valley Youth Committee.

I have known Reese and her family through our church for almost 4 years. In that time I have watched her grow into a confident, polite and delightful individual. She is helpful, engaging and consistently cheerful. She has a gift for hospitality and jumps in to help set up coffee, snacks and meals without needing to be asked. She helps with childcare and is good with children. She is very responsible and nurturing to her younger sister. She keeps an eye on her without being asked. She was part of our summer book club and has good insights and catches some nuances in the story that others miss. She is also an excellent helper with office work.

In summary, I highly recommend Reese for this position. She is a dependable young woman and will be an asset for any organization.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lisa Hanna

A solid black rectangular box used to redact the signature of Lisa Hanna.

Submission # 5064047
IP Address [REDACTED]
Submission Recorded On 08/18/2026 8:16 AM
Time to Take Survey 3 minutes, 9 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

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Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Nora E. Wolfe

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Yucca Valley High School

*** Grade ?**

Grade 9

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

NW

*** Date**

08/18/2026 8:00 AM

*** Signature of Parent/Guardian (type name)**

Antje Strom

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/18/2026 12:00 AM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5072805
IP Address [REDACTED]
Submission Recorded On 08/22/2026 6:44 PM
Time to Take Survey 10 minutes, 22 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
2. Applications and supplementary materials must be submitted by September 2. Recommendations for appointment will be made by the Parks, Recreation and Cultural Commission.
3. Returning Youth Commissioners must submit an application to be recommended for reappointment by Community Services Department staff. Additional letters of recommendation and essay are not required - applicant recommendation will be based on the candidate's prior service.
4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

George Clayton. Wingerter

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Ilead Exploration

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

I am a returning commissioner.

Letter of Recommendation 1

****SKIPPED****

Letter of Recommendation 2

****SKIPPED****

*** Signature of Applicant (use initials)**

GCW

*** Date**

08/22/2026 6:57 PM

*** Signature of Parent/Guardian (type name)**

Nikelle Wingerter

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

08/22/2026 6:54 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)
N/A

Submission # 5114142
IP Address [REDACTED]
Submission Recorded On 09/02/2026 11:43 PM
Time to Take Survey 2 minutes, 9 seconds

Page 2

Town of Yucca Valley Youth Commission Application

Youth Commission Appointment Guidelines

1. The Yucca Valley Youth Commission is comprised of individuals in 7th through 12th grades.
2. Applications and supplementary materials must be submitted by September 2. Recommendations for appointment will be made by the Parks, Recreation and Cultural Commission.
3. Returning Youth Commissioners must submit an application to be recommended for reappointment by Community Services Department staff. Additional letters of recommendation and essay are not required - applicant recommendation will be based on the candidate's prior service.
4. Every effort shall be made to establish a representation of the most schools and grades in recommending Youth Commission appointees.
5. Commissioners will be required to attend Youth Commission meetings once a month during the school year. Excessive absences during the term will result in dismissal.

Questions? Contact Celeste Hilderbrand at the Community Services Department (760) 369 7212 ext 255 or childerbrand@yucca-valley.org.

Please complete the following fields.

*** Name**

Khloe Tili

*** Residence Address**

[REDACTED]

*** Cell Phone**

[REDACTED]

*** Email Address**

[REDACTED]

*** School**

Yucca Valley High School

*** Grade ?**

Grade 12

Two letters of recommendation must be included with each application. These may be from teachers, coaches, neighbors or other responsible adults. Please list the names of your two references and attach their recommendations.

*** Names of references (Returning Youth Commissioners: Please type "I am a returning commissioner." You do not need to submit references.)**

Please list the names of your two references and attach their recommendations.

Letter of Recommendation 1

Khloe Letter.pdf

Letter of Recommendation 2

Recommendation letter.pdf

*** Signature of Applicant (use initials)**

K.C.T

*** Date**

09/02/2026 11:43 PM

*** Signature of Parent/Guardian (type name)**

K.T

*** Parent Email Address**

[REDACTED]

*** Parent Phone**

[REDACTED]

*** Date**

09/02/2026 11:44 PM

*

Please submit a 150-word narrative detailing your interest in serving on the Commission. This can include your job/volunteer experience.

qualifications for appointment and reasons for application. (Returning Commissioners: Please type "N/A". This section is not needed for you)

Nine years in student leadership taught me that real change starts with listening to your peers and turning their ideas into action. Serving as senior class vice president and National Honor Society secretary, I have managed large-scale campus events, organized community service drives, and represented student interests to school administrators. My long-term involvement gives me a deep understanding of the challenges local youth face every day, from mental health support to accessible extracurricular programs. Joining the Youth Commission is the natural next step in my commitment to public service. I am ready to bring my experience, dedication, and strong work ethic to a broader stage, advocating for policies and initiatives that uplift all young people in our community.

To Whom It May Concern,

It is my pleasure to write this letter of recommendation for **Khloe Tili**. I have known Khloe for several years and have had the privilege of watching her grow into a remarkable young woman. Throughout this time, I have interacted with her on numerous occasions and have consistently observed qualities that speak to her strong character.

Khloe demonstrates **integrity**, **accountability**, and **respect** in everything she does. I have watched her participate in a wide range of activities, including church programs, school events, clubs, and community service projects. No matter the setting, she approaches every opportunity with a strong work ethic and a positive attitude.

Khloe is personable, well-spoken, and highly versatile. She can confidently step into a leadership role when needed, yet she also excels as a cooperative and reliable team member. She is considerate of others, attentive to detail, and consistently strives to do her best.

I am confident that Khloe will be a valuable asset to any organization or program she becomes a part of. If you have any further questions, please feel free to contact me at [REDACTED]

Respectfully,

Vincent Bullion

September 2, 2026

To Whom It May Concern:

It is with great enthusiasm that I recommend Khloe for a position on the Youth Commission. I have had the privilege of knowing Khloe for 12 years in my capacity as a church congregant and as Superintendent for the Bureau of Indian Affairs, Palm Springs Agency, where she has volunteered performing general office tasks. She can work with minimal instruction and she figures things out to complete the tasks timely and efficiently.

I have witnessed her capacity to thrive in leadership roles amongst her peers as she organizes various events within her family setting as well as school related activities. Her talent and creativity shows forth in the way she plans, organizes, and works every detail of an event or activity for which she is involved.

She possesses sincere integrity and it shows in the way she lives her life. Her ability to connect with people from diverse backgrounds shows forth her desire to improve the lives of others. She listens with empathy to make a difficult situation better. Her take charge attitude and her dedication to make a positive difference in her community is one to be commended. She possesses maturity well beyond her years.

I am confident that she will rise to any occasion and seize all opportunities afforded her to not only benefit her skillset but the skillset and abilities of all involved. She will be an asset to your organization.

If you have any questions, you may contact me at [REDACTED]

Sincerely,

Ollie Beyer

Ollie Beyer

CHAPTER 4.12

YOUTH COMMISSION

SECTION:

4.12.010: Commission Created

4.12.020: Powers And Duties

4.12.030: Chairperson, Committees And Staff

4.12.040: Meetings And Rules Of Procedure

4.12.010: COMMISSION CREATED:

A. There is hereby created a youth commission for the town, comprised of a minimum of five (5) members and a maximum of twenty (20) members. All commission members shall be full time students attending either a junior high or high school. Members of the commission shall serve without compensation.

B. The members of the commission shall be appointed by and continue in office subject to the pleasure of the town council. Each member shall serve a term concurrent with the school calendar from October through June, except that upon dissolution of the commission, or otherwise by action of the town council, all appointments shall terminate as of the effective date of such dissolution. The members of the youth commission shall not be limited in the number of terms they may serve. (Ord. 167, 5-12-2005; amd. Ord. 209, 5-4-2010; Ord. 290, 1-19- 2021)

4.12.020: POWERS AND DUTIES:

A. The commission shall have the general power and duty to act in an advisory capacity to the town council in matters pertaining to the activities and programs of and for youth in and around the town.

B. In addition to the foregoing general power and duty, the commission shall have the following particular powers and duties:

1. To assist the town council or its designee in ascertaining community attitudes and issues, and in invoking public awareness and involvement in youth activities.
2. To make recommendations to the town council or its designee regarding the development of youth programs, activities and facilities.
3. To hold such meetings as may be deemed required by the commission or directed by the town council or its designee regarding implementation of the general and specific duties of the commission.
4. To acquire and distribute to the public informational materials relating to youth programs, activities and facilities.

5. Subject to the town council's or its designee's approval in each instance, to solicit and accept grants and donations to the town in aid of carrying out the general and specific duties of the commission.

6. To carry out the work plan for that term set forth by staff and the youth commission, a copy of which is on file in the community services department and incorporated herein by this reference.

7. To carry out such other functions as may be assigned to the commission by the town council or its designee. (Ord. 167, 5-12-2005)

4.12.030: CHAIRPERSON, COMMITTEES AND STAFF:

Designation of a chairperson and vice chairperson for the commission shall be governed by the procedures manual. The commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the commission, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the commission, membership on a subcommittee need not be limited to members of the commission. The town manager may appoint a secretary and other staff for the commission and provide such reimbursement for their necessary expenses as may be authorized by the town council or its designee in the budget and approved in advance by the town manager. (Ord. 248, 5-6-2014)

4.12.040: MEETINGS AND RULES OF PROCEDURE:

The commission shall hold one or more regular monthly meetings and designate the times, dates and places therefor. The procedures for commission meetings shall be as set forth in the procedures manual. (Ord. 248, 5-6-2014)

ORDINANCE NO. 167

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA, REPEALING AND REENACTING
CHAPTER 4.12 OF TITLE 4 OF THE TOWN OF YUCCA VALLEY
MUNICIPAL CODE RELATING TO THE YOUTH COMMISSION

The Town Council of the Town of Yucca Valley does hereby ordain as follows:

Section 1. Municipal Code Amended

1.1 Chapter 4.12 of the Town of Yucca Valley Municipal Code is hereby repealed, the repeal to be effective only upon the effective date of the reenactment of said Chapter 4.12 as set forth in Section 2 of this Ordinance.

Section 2. Reenactment of Chapter 4.12

2.1 Chapter 4.12 of the Town of Yucca Valley Municipal Code is hereby reenacted in its entirety to read as follows:

“Chapter 4.12

YOUTH COMMISSION

SECTION:

- 4.12.010: Commission Created
- 4.12.020: Powers and Duties
- 4.12.030: Chairperson, Committees and Staff
- 4.12.040: Meetings and Rules of Procedure

4.12.010: COMMISSION CREATED:

- A. There is hereby created a Youth Commission for the Town, comprised of a minimum of five (5) members. The Commission shall be composed of all qualified applicants. All Commission members shall be full-time students attending either a junior high or high school located within the Town. Members of the Commission shall serve without compensation.
- B. The members of the Commission shall be appointed by and continue in office subject to the pleasure of the Town Council. Each member shall serve a term concurrent with the school calendar from October through June, except that upon dissolution of the Commission, or otherwise by action of the Town Council, all appointments shall

terminate as of the effective date of such dissolution. The members of the Youth Commission shall not be limited in the number of terms which they may serve. (Ord. 95, 9-24-1998)

4.12.020: POWERS AND DUTIES:

- A. The Commission shall have the general power and duty to act in an advisory capacity to the Town Council in matters pertaining to the activities and programs of and for youth in and around the Town.
- B. In addition to the foregoing general power and duty, the Commission shall have the following particular powers and duties:
 - 1. To assist the Town Council or its designee in ascertaining community attitudes and issues, and in invoking public awareness and involvement in youth activities.
 - 2. To make recommendations to the Town Council or its designee regarding the development of youth programs, activities and facilities.
 - 3. To hold such meetings as may be deemed required by the Commission or directed by the Town Council or its designee regarding implementation of the general and specific duties of the Commission.
 - 4. To acquire and distribute to the public informational materials relating to youth programs, activities and facilities.
 - 5. Subject to the Town Council or its designee approval in each instance, to solicit and accept grants and donations to the Town in aid of carrying out the general and specific duties of the Commission.
 - 6. To carry out the work plan for that term set forth by staff and the Youth Commission, a copy of which is on file in the Community Services Department and incorporated herein by this reference.
 - 7. To carry out such other functions as may be assigned to the Commission by the Town Council or its designee.

4.12.030: CHAIRPERSON, COMMITTEES AND STAFF:

Designation of a chairperson and vice-chairperson for the Commission shall be governed by Section 4.02.030 of this Title. The Commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the Commission, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the Commission, membership on a subcommittee need not be limited to members of the Commission. The Town Manager may appoint a

secretary and other staff for the Commission and provide such reimbursement for their necessary expenses as may be authorized by the Town Council or its designee in the budget and approved in advance by the Town Manager.

4.12.040: MEETINGS AND RULES OF PROCEDURE:

The Commission shall hold one or more regular monthly meetings and designate the times, dates and places therefore. All meetings of the Commission and each of its subcommittees shall be open to the public. Special meetings may be called by the chairperson or by a majority of the Commission, provided that notice of such special meeting is given to each member of the Commission at least forty eight (48) hours prior to the time of the meeting. The presence of five (5) or more members of the Commission shall constitute a quorum for the conduct of business, and the affirmative votes of a majority of such quorum shall be necessary to pass a motion. The Commission shall adopt rules for the transaction of its business. The Commission shall keep a public record of its actions. Promptly after approval thereof by the Commission, minutes of Commission meetings shall be filed with the Town Clerk. “

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.

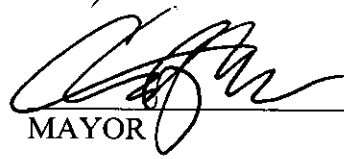
Section 4. Effective Date.

This Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 12th day of May, 2005.

ATTEST:


TOWN CLERK


MAYOR

APPROVED AS TO FORM:


TOWN ATTORNEY

APPROVED AS TO CONTENT:


TOWN MANAGER

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 167 as duly and regularly introduced at a meeting of the Town Council on the 28th day of April, 2005, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 12th day of May, 2005, by the following vote, to wit:

Ayes: Council Members Cook, Leone, Luckino, Neeb and Mayor Mayes

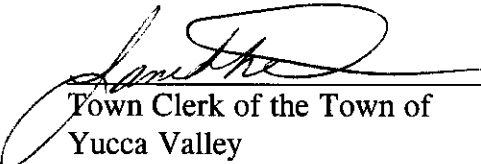
Noes: None

Abstain: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 20th day of May, 2005.

(SEAL)



Town Clerk of the Town of
Yucca Valley

ORDINANCE NO 209

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
YUCCA VALLEY, CALIFORNIA, AMENDING CHAPTER 2.20 OF
TITLE 2 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE
BY AMENDING SECTION 2.20.010 (a) RELATING TO MAXIMUM
NUMBER OF MEMBERS OF THE YOUTH COMMISSION

The Town Council of the Town of Yucca Valley does ordain as follows:

SECTION 1. Municipal Code Amended

Section 2.20.010(a) of Chapter 2.20 of Title 2 of the Town of Yucca Valley Municipal Code is hereby amended to read as follows:

“(a) There is hereby created a Youth Commission for the Town, comprised of a minimum of five (5) members and a maximum of twenty (20) members. All Commission members shall be full time students attending either a junior high or high school located within the Town of Yucca Valley. Members of the Commission shall serve without compensation.”

SECTION 2. Notice of Adoption. Within fifteen (15) days after the adoption thereof, 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 3. Effective Date. This ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and
Attested by the Town Clerk this 4th day of May, 2010.


MAYOR

ATTEST:

APPROVED AS TO FORM


TOWN CLERK
TOWN ATTORNEY

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Janet M. Anderson, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 209 as duly and regularly introduced at a meeting of the Town Council on the 20th day of April, 2010, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 4th day of May, 2010, by the following vote, to wit:

Ayes: Council Members Herbel, Huntington, Luckino, Neeb, and Mayor Mayes

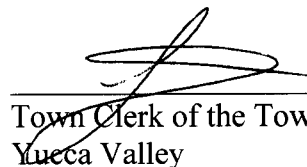
Noes: None

Abstain: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 5th day of May, 2010.

(SEAL)



Town Clerk of the Town of
Yucca Valley

ORDINANCE NO. 248

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY AMENDING SECTIONS OF CHAPTER 2.05 AND TITLE 4 REFERRING TO THE PROCEDURES FOR TOWN COUNCIL AND COMMITTEE MEETINGS AND COMMISSION APPOINTMENTS AND REPEALING CHAPTER 4.02 OF THE TOWN OF YUCCA VALLEY MUNICIPAL CODE RELATING TO BOARD AND COMMISSION MEMBERS

WHEREAS, the Town Council wishes to establish procedures for the conduct of all meetings of the Town Council and its constituent bodies and commissions; and

WHEREAS, the Town Manager, Town Clerk and Town Attorney have prepared a Manual of Procedural Guidelines for the Conduct of Town Council and Constituent Body/Commission Meetings (“Procedures Manual”) to unify meeting procedures across the Council, Boards and Commissions and to provide guidance to each member of the respective bodies; and

WHEREAS, by adopting this Procedures Manual, the Town Council seeks to create uniformity of meeting procedures and to provide guidance to the Council, constituent bodies, commissions, staff, and the public on the procedures of the Town’s legislative bodies; and

WHEREAS, certain sections of the Town of Yucca Valley Municipal Code are inconsistent with or duplicative of sections of the Procedures Manual; and

WHEREAS, the Town Manager and Town Attorney presented the recommended Procedures Manual to the Town Council, and the Town Council shall adopt the Procedures Manual by Resolution.

NOW THEREFORE, the Town Council of the Town of Yucca Valley, California does ordain as follows:

SECTION 1: The foregoing Recitals are found to be true and correct and incorporated herein by this reference.

SECTION 2: Section 2.05.060 is hereby amended to read as follows:

**2.05.060: ADOPTION OF RULES AND PROCEDURES
FOR COUNCIL AND CONSTITUENT BODY/COMMISSION
MEETINGS AND OTHER RELATED FUNCTIONS AND
ACTIVITIES:**

The Town Council has adopted by Resolution the rules and procedures for Council, constituent body and commission meetings and other related functions and activities, entitled the “Manual of Procedural Guidelines for the Conduct of Town Council and

Constituent Body/Commission Meetings”, as amended from time to time by Resolution of the Town Council (hereinafter, the “Procedures Manual”).

SECTION 3: Chapter 4.02 of the Town of Yucca Valley Municipal Code regarding board and commission members is hereby repealed in its entirety.

SECTION 4: Section 4.04.010 is hereby amended to read as follows:

4.04.010 PLANNING COMMISSION CREATED:

There is created a Planning Commission for the Town. It shall consist of five (5) members, appointed by the Town Council. The terms and appointments of members to the planning commission shall be as set forth in the Procedures Manual.

SECTION 5: Section 4.04.020 is hereby amended to read as follows:

4.04.020 OFFICERS; STAFF:

The designation and duties of the chairperson and vice chairperson shall be as set forth in the Procedures Manual. The commission shall be authorized to appoint and fix the membership of such number of standing and temporary committees as it may find expedient for the performance of its duties. The town manager may appoint an executive secretary and other staff and provide such compensation for their services as may be authorized by the town council and by the annual town budget of expenditures.

SECTION 6: Section 4.04.030 is hereby amended to read as follows:

4.04.030 MEMBERSHIP:

Should any vacancy occur among the members of the planning commission other than by expiration, the chairperson shall forward a notice to the mayor and members of the town council indicating that such a vacancy exists. The Town Council shall fill the vacancy in accordance with the provisions of the Procedures Manual.

SECTION 7: Section 4.04.040 is hereby amended to read as follows:

4.04.040 MEETINGS; RULES:

The meetings and rules of the planning commission shall be as set forth in the Procedures Manual.

SECTION 8: Section 4.10.030 is hereby amended to read as follows:

4.10.030 TERMS OF OFFICE AND VACANCIES:

The terms of office and vacancies of the parks, recreation and cultural commission shall be as set forth in the Procedures Manual.

SECTION 9: Section 4.10.040 is hereby amended to read as follows:

4.10.040 APPOINTMENT OF COMMISSIONERS:

The appointments of members to the parks, recreation and cultural commission shall be as set forth in the Procedures Manual.

SECTION 10: Section 4.10.050 is hereby amended to read as follows:

4.10.050 ORGANIZATION:

The designation and duties of the chairperson and vice chairperson of the parks, recreational and cultural commission shall be as set forth in the Procedures Manual.

SECTION 11: Section 4.10.090 is hereby amended to read as follows:

4.10.090 MEETINGS:

The parks, recreation and cultural commission shall hold at least one regular meeting a month at such time and place within the town as the commission may determine. The procedures for commission meetings shall be as set forth in the Procedures Manual.

SECTION 12: Section 4.12.030 is hereby amended to read as follows:

4.12.030 CHAIRPERSON, COMMITTEES AND STAFF:

Designation of a chairperson and vice chairperson for the commission shall be governed by the Procedures Manual. The commission may establish such standing and temporary subcommittees as it may deem expedient for the performance of its duties, and the chairperson, with the consent of the commission, may fix and appoint the membership of such subcommittees. Except that the chairperson of each such subcommittee shall be a member of the commission, membership on a subcommittee need not be limited to members of the commission. The town manager may appoint a secretary and other staff for the commission and provide such reimbursement for their necessary expenses as may

be authorized by the town council or its designee in the budget and approved in advance by the town manager.

SECTION 13: Section 4.12.040 is hereby amended to read as follows:

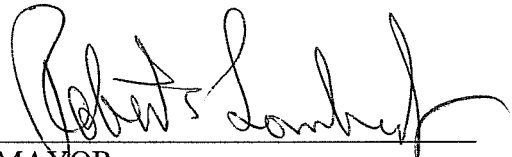
4.12.040 MEETINGS AND RULES OF PROCEDURE:

The commission shall hold one or more regular monthly meetings and designate the times, dates and places therefor. The procedures for commission meetings shall be as set forth in the Procedures Manual.

SECTION 14: 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.

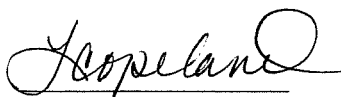
SECTION 15: The Ordinance shall become effective thirty (30) days from and after the date of its adoption.

APPROVED AND ADOPTED by the Town Council and signed by the Mayor and attested by the Town Clerk this 6th day of May, 2014



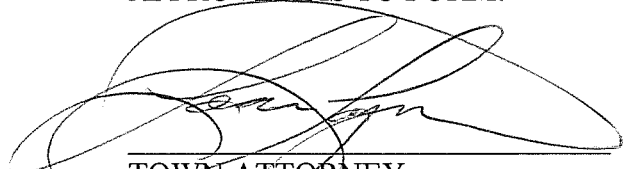
MAYOR

ATTEST:



TOWN CLERK

APPROVED AS TO FORM:



TOWN ATTORNEY

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 248 as duly and regularly introduced at a meeting of the Town Council on the 1st day of April, 2014, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 6th day of May, 2014, by the following vote, to wit:

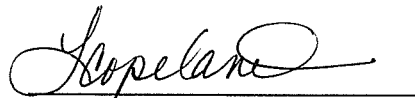
Ayes: Council Members Abel, Huntington, Leone, Rowe and Mayor Lombardo

Noes: None

Abstain: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 7th day of May, 2014.



Town Clerk of the Town of
Yucca Valley

**TOWN OF YUCCA VALLEY
ORDINANCE NO. 290**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY,
CALIFORNIA, AMENDING SECTION 4.12.010 OF THE TOWN OF YUCCA VALLEY
MUNICIPAL CODE REGARDING QUALIFICATIONS FOR MEMBERSHIP ON THE
TOWN YOUTH COMMISSION**

WHEREAS, Chapter 4.12 of the Town of Yucca Valley ("Town") Municipal Code establishes a Youth Commission; and,

WHEREAS, currently, under Section 4.12.010(A) of the Municipal Code, members of the Youth Commission must attend a junior high or high school located within the Town of Yucca Valley; and,

WHEREAS, the Town Council wishes to eliminate the requirement that members of the Youth Commission must attend a junior high or high school located within the Town of Yucca Valley.

**NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YUCCA VALLEY DOES HEREBY
ORDAIN AS FOLLOWS:**

SECTION 1: RECITALS AND FINDINGS

The Town Council of the Town of Yucca Valley finds the recitals set forth herein to be true and correct and incorporates the recitals as findings of the Town Council.

**SECTION 2: AMENDMENT AND RESTATEMENT OF SECTION 4.12.010 OF THE TOWN
MUNICIPAL CODE.**

Section 4.12.010, subsection (A), of the Town Municipal Code is hereby amended and

restated in its entirety as follows:

A. There is hereby created a youth commission for the Town, comprised of a minimum of five (5) members and a maximum of twenty (20) members. All commission members shall be full time students attending either a junior high or high school. Members of the commission shall serve without compensation.

SECTION 3: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE.

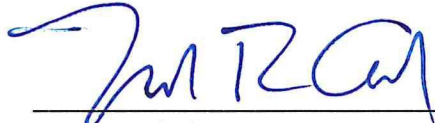
This Ordinance shall take effect thirty (30) days from its passage by the Town Council of the Town of Yucca Valley.

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 pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of Yucca Valley Town Council on December 15, 2020.

APPROVED AND ADOPTED this 19th day of January 2021.



Merl R. Abel, Mayor

ATTEST:



Lesley Copeland, Town Clerk

APPROVED AS TO FORM:



Thomas D. Jex, Town Attorney

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TOWN OF YUCCA VALLEY

I, Lesley R. Copeland, Town Clerk of the Town of Yucca Valley, California hereby certify that the foregoing Ordinance No. 290 as duly and regularly introduced at a meeting of the Town Council on the 15th day of December, 2020, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the Town Council on the 19th day of January 2021 by the following vote, to wit:

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

Noes: None

Abstain: None

Absent: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Yucca Valley, California, this 19th day of January 2021.



Town Clerk of the Town of
Yucca Valley

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



To: Town Council

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

Date: September 8, 2026

Meeting Date: September 15, 2026

Subject: Town Fleet Program Update

Recommendation:

Receive and File the Report.

Prior Review:

There is no prior review of this matter.

Discussion:

The Town's fleet consists of both vehicles and equipment and currently includes a total of 72 units. The fleet encompasses 22 pickup trucks and passenger vehicles, 33 units of major equipment and specialty vehicles, and 17 additional units of equipment. The Fleet Replacement Program, which projects replacement needs through 2035, has been developed by the Streets Department to evaluate and prioritize fleet replacement needs based on several factors, including age, mileage and operating hours, repair costs compared to replacement costs, safety and reliability, frequency of use, and budget availability. This approach allows the Town's fleet repair and replacement program to remain flexible, with priorities adjusted as needed to address changing operational conditions and avoid unexpected costs or emergency replacements resulting from equipment failure.

The current average age of the Town's vehicles is approximately four years, while the average age of major equipment is approximately seven years. Currently, two units have been identified as needing replacement. These include a 2003 asphalt compactor/roller, which is used only a few times each year and slated for replacement in 2028, and the Town's On-Call Truck, a 2016 Ford F-350, which is scheduled for replacement during fiscal year 2027/2028. Over the past five years, the Town has replaced 35 fleet units and added three additional units to accommodate operational and staffing needs. The replacements included 13 vehicles that were either totaled in accidents, required frequent repairs, or had reached an advanced age with high mileage. In addition, 22 units of equipment were replaced due to compliance requirements, operational and staffing needs, age and condition, or because the equipment had become unreliable or

inoperable.

The acquisition cost of Town vehicles is \$1,450,202.02 and equipment is \$1,806,211.53 for a total of \$3,256,413.55. Maintenance and operating costs, including repair and fuel expenses, continue to increase. Labor rates and the cost of replacement parts have increased by an average of approximately 27 percent over the past five years. Maintaining and continuing to improve the Town's established Fleet Replacement Program will promote fiscal responsibility, improve fleet reliability, reduce unexpected repair costs, and ensure that vehicles and equipment remain available to support essential Town operations.

Alternatives

Not Applicable.

Fiscal Impact:

The Town utilizes fleet reserve funds budgeted within Capital Project Reserve Fund 800 to purchase vehicles and equipment.

Attachments

1. Vehicle and Equipment Replacement Schedule 2025-2035

Vehicle Replacement Schedule
Fiscal Year 2025-2035
Vehicle Replacement of Gas Vehicles and Diesel Vehicles

VEHICLES																
Vehicle Description	Dept. Assigned	Type	Veh#	Acquisition Cost	Mileage or Hours	Replacement Cost 25/26	Replacement Cost 26/27	Replacement Cost 27/28	Replacement Cost 28/29	Replacement Cost 29/30	Replacement Cost 30/31	Replacement Cost 31/32	Replacement Cost 32/33	Replacement Cost 33/34	Replacement Cost 34/35	Notes
2001 Chevy 3500 Diesel Flatbed	Street	V	1	\$ 30,412.00	59,702					\$ 70,000						
2023 Ford F250 Harbor Utility Bed	Facilities	V	3	\$ 63,647.45											\$ 80,000	
2005 GMC Sierra Pickup	Parks	V	4	\$ 19,440.00	193,803	\$ 67,000		\$ -								Totalled in accident on 10/8/25
2025 Jeep Grand Cherokee Summit	Town Manager	V	5	\$ 72,308.96												Replace in 2035/2036 budget
2004 Ford F-250 Crew Cab 4x4	Street	V	7	\$ 24,673.00	217,858		\$ 75,000									Replaced in 2026
2026 GMC Sierra 2500 Crew Cab 4X4	Parks	V	8	\$ 62,776.19												Replace in 2036/2037 budget
2001 Chevy 1 Ton W/Utility Body	Parks	V	15	\$ 31,609.93	97,438		\$ 100,000									Replaced in 2026
2016 Ford F-350 Truck	On Call	V	22	\$ 41,343.00	114,238			\$ 75,000								Replaced #8 in FY16-17
2017 Freightliner Dump Truck 1085D	Streets	V	26	\$ 167,036.00	23,402										\$ 250,000	Replaced #67 in 16-17FY.
2017 Ford F250 Super Duty 4x4	Parks	V	27	\$ 32,676.48	36,611				\$ 65,000							Replaced #49 in 16-17FY.
2017 Jeep Cherokee Overland	Engineering	V	32	\$ 49,883.08	61,390							\$ 75,000				Replacing #16 in 2025
2020 Ford Transit Van	Community Services	V	36	\$ 35,056.38	2,287											
2020 Ford F350 Animal Control Wagon	Animal Control	V	38	-	56,660						\$ 150,000					
2022 Ford F350 4X4 Truck	Parks	V	41	\$ 39,958.78	2,593								\$ 50,000			Replaced #23 in FY22-23
2022 Ford F350 4X4 Truck	Streets	V	44	\$ 51,384.05	3,272								\$ 70,000			
2022 Ford F350 4X4 Truck	Parks	V	45	\$ 39,958.78	4,000								\$ 50,000			
2023 Ford F150 4X4 Truck	PW Inspector	V	50	\$ 55,976.75										\$ 73,000		
2023 Ford F150 4X4 Truck	Code Compliance	V	51	\$ 55,976.75										\$ 73,000		Replaced #10
2023 Ford F150 4X4 Truck	Community Services	V	52	\$ 55,976.75										\$ 73,000		
2023 Chevy Bolt EV	Town Hall Runner	V	57	\$ 34,676.63										\$ 45,000		Replaced #61
2025 Freightliner M2 water truck	Streets	V	89	\$ 185,972.55												Replace in 2040/2041 budget
2023 Ram 1500	Facilities	V	63	\$ 51,295.00										\$ 73,000		
2025 Ford F350 4X4 Truck	Animal Control	V	91	\$ 134,884.01												
2006 Ford E-350 SD	AC Van	V	94	\$ 18,865.00	57,095		\$ 65,000									Replaced in 2026
2008 Ford E-350 SD Animal Control Wagon	AC	V	95	\$ 43,924.00	163,605	\$ 100,000										going to auction
2026 Ford F350 4X4 Truck	Streets	V	104													
2026 Chevy 3500	Parks	V	105													
2026 Ford Transit Van	Animal Control		106													
TOTALS				\$ 1,399,711.52		\$ 167,000	\$ 240,000	\$ 75,000.00	\$ -	\$ 135,000	\$ 150,000	\$ 75,000	\$ 170,000	\$ 337,000	\$ 330,000	
EQUIPMENT																
Vehicle Description		Type	Veh#		Mileage or Hours	Replacement Cost 25/26	Replacement Cost 26/27	Replacement Cost 27/28	Replacement Cost 28/29	Replacement Cost 29/30	Replacement Cost 30/31	Replacement Cost 31/32	Replacement Cost 32/33	Replacement Cost 33/34	Replacement Cost 34/35	Notes
2005 Lee Boy Sweep Pro (Street Sweeper)	Streets	E	2	\$ 42,561.00	192-H						\$ 75,000					CARB Low Hour (200 hours a year)
2008 MSM3200 Mobile Stage	Facilities	E	6	\$ 128,267.00	126-H											
Radar Trailer	Streets	E	9	\$ -	N/A											
2024 Harper TV60 Turf Vac (Trailer)	Parks	E	10	\$ 57,647.29												
2008 Godwin GLT416 Emergency Light Trailer, S/N #170251	Emergency	E	12	\$ 9,929.17	416-H											
2008 Godwin GLT416 Emergency Light Trailer, S/N #176252	Emergency	E	13	\$ 9,929.17	453-H											
PBM Towable Sprayer 150 gallon RR-150-D252--PKG-1	Parks	E	14	\$ 8,754.69												
2012 Sunray 490 Message Board	Streets	E	17	\$ -	N/A											Replaced in 2024- going to auction
2005 Toro Reelmaster 3100-D (72" cut)	Parks	E	19	\$ -	1530-H		\$ 60,000									Replaced in 2025
2017 Case 570N-EP Skiploader	Streets	E	28	\$ 91,205.00	1744-H								\$ 125,000			
1993 Zieman Trailer	Streets	T	29	\$ -	N/A											Replaced in 2024- going to auction
2017 Case 580 Super N Backhoe	Streets	E	30	\$ 97,262.50	1126-H								\$ 135,000			
1978 Designed Mobile System - DMSYS	Com Svc	E	31	\$ -	N/A											Donated to MUSD
2019 Cub Cadet mower	Parks	E	34		252-H											
2020 Inland Empire 5x10x6 enclosed trailer	Recreations	T	37													
2021 Cub Cadet Tractor - Mower Deck Removed	Tri-Valley Little League	E	39	-	133-H											
Magline Trailer (paint trailer)	Streets	T	42	\$ -	N/A											
2025 Honda GX630 AR-14H compaction roller	Streets	E	46	\$ 26,487.60												
2025 Interstate 5K tilt trailer	Streets	T	47	\$ 4,804.90												
1996 Whacker RD880V Roller	Streets	E	55	\$ 13,400.00	496-H											replaced in 2025
1996 Whacker T-4000 Trailer	Streets	E	56	\$ 3,400.00	N/A											replaced in 2025
2023 John Deere Gator	Parks	E	59	\$ 17,268.67												
2023 John Deere Gator	Parks	E	60	\$ 17,268.66												
1990 Clark GPX20 Fork Lift	Yard	E	62	\$ 9,500.00	1772-H	\$ 40,000										Replaced in 2025
1996 Kubota L2350DT Tractor	Parks	E	65	\$ -	1547-H		\$ 35,000									CARB Low Hour (200 hours a year)
2023 Exmark Mower - 96"	Parks	E	66	\$ 49,990.20												
2023 Exmark Mower - 144"	Parks	E	67	\$ 73,899.79												
2025 BigTex 14LX14 Trailer	Parks	T	68	\$ 11,726.35												
2024 Globe GTTU202-38-26 20ton Tag-Along Trailer	Streets	T	69	\$ 52,460.91												
1995 Ditch Witch Model 1020H	Parks	E	70	-												
1994 Ty-Crop MH-400 Top Dresser	Parks	E	71	-				\$ 45,000								
2025 Wanco WVTM Message Board Trailer	Streets	E	72	\$ 19,734.42	N/A											Replace 35/36
2025 Wanco WVTM Message Board Trailer	Streets	E	73	\$ 19,734.42												Replace 35/36
1999 Arrow Lite Arrowboard Trailer (7/99)	Streets	E	74	\$ -	N/A											Replaced in 2024 - Going to auction
2025 Karcher Pressure Washer trailer	Parks	E	75	\$ 17,886.95												
Aerator - Ryan	Parks	E	77	\$ -	N/A	\$ 58,000										Replaced in 2025
Tractor - Massey Ferguson 243	Parks	E	78	\$ 38,479.63	1593-H	\$ 45,000										CARB Low Hour (200 hours a year)
BigTex 10CH-BKDT Car Hauler	Parks	T	79	\$ 6,809.91	N/A											Replaced #43 - 5/12/25
GEM Large Utility	Yard	E	81	\$ -	N/A											
GEM Large Utility	Yard	E	82	\$ -	N/A											
2004 Pro Paver	Streets	E	83	\$ 74,990.00	1048-H				\$ 350,000							CARB Low Hour (200 hours a year)
2004 Stepp Tack Rig	Streets	E	84	\$ 21,120.00	N/A					\$ 55,000						Replaced in 2026
1999 Ingersoll Rand DD-24 Vibratory Roller	Streets	E	85	\$ 16,262.00	1804-H				\$ 50,000							CARB Low Hour (200 hours a year)
2024 CAT 930M Wheel Loader (EIN# VP5W55)	Streets	E	87	\$ 395,193.73												Replace in 2044/2045 budget
2025 CAT 140JOY Road Grader	Streets	E	88	\$ 414,619.26	0-H											Replace in 2045/2046 budget
2025 Toro Procore 1298 Aerator	Parks	E	90	\$ 55,618.31												
Emergency Generator	PW Yard	E	97	\$ -	213-H											
Emergency Generator	Town Hall	E	98		53-H											
Emergency Generator	Animal Shelter	E	99		163-H											
2025 Hyster H60A forklift	Streets/Parks	E	102	\$ 36,394.60							\$ 50,000					Required for ZEF by CARB
2026 Toro 3100-D mower	Parks	E	103	\$ 54,017.01												
2026 Kubota Tractor	Parks	E	107													
2026 TR 575 Hot Asphalt Distribution Trailer	Streets	E	108	\$ 36,917.00												
Aerial man lift	Parks	E	TBD					\$ 35,000								
TOTALS				\$ 1,806,211.53		\$ 143,000	\$ 95,000	\$ 45,000	\$ 400,000	\$ 55,000	\$ 75,000					
TOTAL VEHICLES AND EQUIPMENT				\$ 3,205,923.05		\$ 310,000	\$ 335,000	\$ 120,000	\$ 400,000	\$ 190,000	\$ 225,000	\$ 75,000	\$ 170,000	\$ 337,000	\$ 330,000	

Sheet updated 11/13/2025
Mileage/Hours updated on 2-17-2023

Vehicles							
Vehicle Description	Dept. Assigned	Type	Veh#	FY2020/2021 Maintenance	FY2020/2021 Repair	FY 2020/2021 Total	FY 14/15-20/21 Total
2001 Chevy 3500 Diesel Flatbed	Street	V	1	\$ -	\$ -	\$ -	\$ -
2005 GMC Sierra Pickup	Rusty	V	4	\$ -	\$ -	\$ -	\$ -
2004 Ford F-250 Crew Cab 4x4	Street	V	7	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	TH Runner	V	10	\$ -	\$ -	\$ -	\$ -
2001 Chevy 1 Ton W/Utility Body	Parks	V	15	\$ -	\$ -	\$ -	\$ -
2004 Ford Excursion 4x4	Emergency	V	16	\$ -	\$ -	\$ -	\$ -
2001 Chevy S-10 Pickup	Facilities	V	21	\$ -	\$ -	\$ -	\$ -
2016 Ford F-350 Truck	On Call	V	22	\$ -	\$ -	\$ -	\$ -
2006 Ford E350 12 Passenger Van	Parks-Weekender	V	23	\$ -	\$ -	\$ -	\$ -
Town Hall Pool Car *(NEW ADDITION)	TH Pool Car	V	24	\$ -	\$ -	\$ -	\$ -
Ford F250 Super Duty 4x4 *(NEW ADDITION)	Recreation	V	25	\$ -	\$ -	\$ -	\$ -
2017 Freightliner Dump Truck 1085D	Streets	V	26	\$ -	\$ -	\$ -	\$ -
2017 Ford F250 Super Duty 4x4	PW Inspector	V	27	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	Pool Car	V	46	\$ -	\$ -	\$ -	\$ -
2005 Dodge Ram Pickup	Parks	V	47	\$ -	\$ -	\$ -	\$ -
2006 Jeep Liberty Sport 4x4	Code Compliance	V	61	\$ -	\$ -	\$ -	\$ -
2005 GMC Animal Control Wagon	AC	V	72	\$ -	\$ -	\$ -	\$ 5,105.63
2007 Ford F-350 SD	Facilities	V	93	\$ -	\$ -	\$ -	\$ -
2006 Ford E-350 SD	AC Van	V	94	\$ -	\$ -	\$ -	\$ 2,207.95
2008 Ford E-350 SD Animal Control Wagon	AC	V	95	\$ -	\$ -	\$ -	\$ 11,485.83
Aerial man lift	Parks	V	TBD	\$ -	\$ -	\$ -	\$ -
Water Truck		E	TBD	\$ -	\$ -	\$ -	\$ -
TOTALS				\$ -	\$ -	\$ -	\$ -

Equipment							
Vehicle Description		Type	Veh#	FY2018/2019 Maintenance	FY2018/2019 Repair	FY 2018/2019 Total	FY 14/15-18/19 Total
2005 Lee Boy Sweep Pro (Street Sweeper)	Streets	E	2	\$ -	\$ -	\$ -	\$ -
2006 JCB 214-ELL Skiploader	Streets	E	5	\$ -	\$ -	\$ -	\$ -
2008 MSM3200 Mobile Stage	Facilities	E	6	\$ -	\$ -	\$ -	\$ -
1992 Big Tex Trailer (weekender)	Streets	E	11	\$ -	\$ -	\$ -	\$ -
2008 Godwin GLT416 Emergency Light Trailer, S/N #170251	Emergency	E	12	\$ -	\$ -	\$ -	\$ -
2008 Godwin GLT416 Emergency Light Trailer, S/N #176252	Emergency	E	13	\$ -	\$ -	\$ -	\$ -
2012 Sunray 490 Message Board	Streets	E	17	\$ -	\$ -	\$ -	\$ -
2014 Sunray 490 Message Board	Streets	E	18	\$ -	\$ -	\$ -	\$ -
2005 Toro Reelmaster 3100-D (72" cut)	Parks	E	19	\$ -	\$ -	\$ -	\$ -
2005 Toro Reelmaster 3100-D (85" cut)	Parks	E	20	\$ -	\$ -	\$ -	\$ -
2017 Case 570N-EP Skiploader	Streets	E	28	\$ -	\$ -	\$ -	\$ -
1993 Zieman Trailer	Streets	E	29	\$ -	\$ -	\$ -	\$ -
2017 Case 580 Super N Backhoe	Streets	E	30	\$ -	\$ -	\$ -	\$ -
1978 Designed Mobile System - DMSYS	Com Svc	E	31	\$ -	\$ -	\$ -	\$ -
Case 580K Backhoe (1989)	Streets	E	38	\$ -	\$ -	\$ -	\$ -
1993 Toro Workman 3200	Parks	E	40	\$ -	\$ -	\$ -	\$ -
Magline Trailer (paint trailer)	Streets	E	42	\$ -	\$ -	\$ -	\$ -
Olath Trailer	Parks	E	43	\$ -	\$ -	\$ -	\$ -
1994 Ingersol-Rand P100DWD Compressor	Streets	E	53	\$ -	\$ -	\$ -	\$ -
1993 Toro Skid Sprayer	Parks	E	54	\$ -	\$ -	\$ -	\$ -
1996 Whacker RD880V Roller	Streets	E	55	\$ -	\$ -	\$ -	\$ -
1996 Whacker T-4000 Trailer	Streets	E	56	\$ -	\$ -	\$ -	\$ -
Clark GPX20 Fork Lift	Yard	E	62	\$ -	\$ -	\$ -	\$ -
1996 Hydro-Tek SC30005V Pressure Washer	Parks	E	64	\$ -	\$ -	\$ -	\$ -
1996 Kubota L2350DT Tractor	Parks	E	65	\$ -	\$ -	\$ -	\$ -
1999 Arrow Lite Arrowboard Trailer (7/99)	Streets	E	74	\$ -	\$ -	\$ -	\$ -
2001 Mower - Toro Reelmaster 5500-D	Parks	E	76	\$ -	\$ -	\$ -	\$ -
Aerator - Ryan	Parks	E	77	\$ -	\$ -	\$ -	\$ -
Tractor - Massey Ferguson 243	Parks	E	78	\$ -	\$ -	\$ -	\$ -
GEM Large Utility	Yard	E	81	\$ -	\$ -	\$ -	\$ -
GEM Large Utility	Yard	E	82	\$ -	\$ -	\$ -	\$ -
2004 Pro Paver	Streets	E	83	\$ -	\$ -	\$ -	\$ -
Workman *(NEW ADDITION)	Recreation	E	TBD	\$ -	\$ -	\$ -	\$ -
Rotary Mower for Outlying Parks *(NEW ADDITION)	Parks	E	TBD	\$ -	\$ -	\$ -	\$ -
2004 Stepp Tack Rig	Streets	E	84	\$ -	\$ -	\$ -	\$ -
1999 Ingersoll Rand DD-24 Vibratory Roller	Streets	E	85	\$ -	\$ -	\$ -	\$ -
Tuff Vac 4000 - turf sweeper	Parks	E	86	\$ -	\$ -	\$ -	\$ -
2005 CAT Loader (924G)	Streets	E	92	\$ -	\$ -	\$ -	\$ -
2002 John Deere 770CH Road Grader	Streets	E	96	\$ -	\$ -	\$ -	\$ -
Emergency Generator	PW Yard	E	97	\$ -	\$ -	\$ -	\$ -
Emergency Generator	Town Hall	E	98	\$ -	\$ -	\$ -	\$ -
Emergency Generator	Animal Shelter	E	99	\$ -	\$ -	\$ -	\$ -
TOTALS				\$ -	\$ -	\$ -	\$ -

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



To: Town Council

From: Jordan Gumbish, Finance Manager

Date: September 9, 2026

Meeting Date: September 15, 2026

Subject: ERP Implementation Project and WorkDay Subscription Agreement

Recommendation:

1. Authorize the Town Manager to execute the Workday Universal Main Subscription Agreement, Public Sector Addendum and Order Form No. 00580775.0 for a ten-year subscription term from September 18, 2026 through September 17, 2036, in a total amount not to exceed \$1,357,596.
2. Authorize the Town Manager to execute the ERP Analysts, Inc. (ERPA) Master Services Agreement and Workday implementation Statement of Work for a total amount not to exceed \$674,167.
3. Authorize the Town Manager to execute a revised ERPA customer-side project management and staff augmentation Statement of Work for a 12-month term and an amount not to exceed \$144,000.
4. Authorize a FY 2026-27 budget amendment of \$1,050,000 to the ERP Implementation Project account from the Capital Project Reserve Fund 800 for a total implementation budget of \$1,500,000 for contract, subscription, and allowance costs through FY2028 as identified in Exhibit A.
5. Authorize the Town Manager, or designee, to approve project change orders and ancillary expenditures within the Council-approved project budget and an aggregate contingency limit of \$150,000, provided that no action increases the total project budget or materially changes the approved scope without further Council authorization.

Prior Review:

The Town's FY2026-2028 Strategic Plan Strategy identifies the strategy to ensure effective and efficient access to Town information and to ensure near, mid, and long-term fiscal stability of the Town. Strategy items 2 and 12 recommend the increase and development of automated processes and improved technologies for customer support.

Discussion:

Beginning in January 2026, the Town's administrative departments began a comprehensive review of the internal processes and technological capabilities of the Town's current ERP systems for Finance, Human Resources, and Payroll. The Town's existing financial, human resources and payroll systems require substantial manual processing and do not provide the integrated workflow, reporting, controls and employee self-service capabilities needed for the Town's expanding operations. Based on the department's reviews, the current ERP system and processes pose the following risks:

- 1) Limited system integration:** Current disconnected finance, payroll, human resources, budgeting, purchasing, and reporting processes require duplicate data entry and manual reconciliation
- 2) Increased risk of errors:** Reliance on spreadsheets and manual calculations increases the likelihood of data-entry errors, inconsistent records, and inaccurate financial reporting
- 3) Inefficient use of staff resources:** Repetitive data entry, reconciliations, report preparation, and document handling consume limited staff capacity that could be directed toward analysis, planning, and operational support.
- 4) Key-person dependency:** Institutional knowledge and critical processes may be concentrated among a small number of employees, increasing disruption risks during absences, turnover, or retirements
- 5) Delayed access to information:** Limited real-time reporting can delay management decisions, budget monitoring, variance identification, and corrective action.
- 6) Audit and compliance risk:** Manual recordkeeping and fragmented documentation increase the time and effort required to support annual audits, GASB reporting, grant compliance, and public-record requirements.
- 7) Cybersecurity and data-management concerns:** Aging technology and locally maintained files may provide fewer security, access-control, backup, and disaster-recovery capabilities than a modern cloud-based platform.
- 8) Limited scalability:** Existing processes may not adequately support organizational growth, expanded services, or increasingly complex operations, including the new Aquatic and Recreation Center.
- 9) Delayed modernization risk:** Postponing replacement may increase future conversion complexity, reduce access to experienced staff familiar with historical data, and require implementation under more urgent circumstances.

Based on the above conclusions, Town staff undertook evaluating the top public sector ERP solutions, compared solution alternatives, the Town's operational requirements, long-term operational costs, cybersecurity, and support models through research, demonstrations, and other local government references. A full recommendation and evaluation of each ERP system reviewed is included in the attached recommendation file. Workday distinguished itself as a comprehensive long-term enterprise solution that aligns more directly with the Town's strategic priorities related to modernization, workforce development, automation, organizational efficiency, and technology innovation. Staff recommends implementing Workday with ERPA serving as the implementation partner and providing customer-side project management support to utilize the WorkDay Subscriptions for:

- Core Financials, Procurement, Projects and Grant Management
- Core Human Capital Management, Benefits, Time Tracking, and Absence Management
- Payroll

- Workday Success Plan (Customer Support)

The recommended action establishes a complete planning budget from implementation to live subscription access through FY 2035-36. This amount includes the ten-year Workday subscription, ERPA implementation and OPTIMA support, customer-side project management, and prudent Town-controlled allowances for integrations, conversion, legacy-system access, technology, and contingency.

CONTRACT OVERVIEW

The project is structured through three vendor authorizations. Workday will provide the subscription software. ERPA will configure and deploy the subscribed functionality and provide two years of OPTIMA support. A separate ERPA customer-side support SOW will provide dedicated project management and coordination between Town staff, ERPA, Workday and third-party providers.

Contract	Purpose	Amount
Workday SaaS	10-year subscription; Finance, HCM, benefits, payroll, grants, projects, time tracking and procurement	\$1,357,596
ERPA Implementation	Initial Phase 1: Finance deployment, Phase 2: HCM/Payroll deployment and OPTIMA support	\$674,167
ERPA Project Manager	Customer side staff augmentation: project manager	\$144,000
Total vendor authorizations		\$2,175,763

Phase 1 - Financial Management

The initial deployment includes core financials, accounts payable, accounts receivable, asset management, cash management, procurement, grants, projects, revenue management and the Workday foundation data model. ERPA's current timeline identifies a January 5, 2027 project start and a targeted May 1, 2027 Finance production date, followed by post-production support through June 18, 2027.

Finance staff is recommending this phase to be implemented in the January 2027-June 2027 period during the Town's off-cycle budget year to allow for optimal utilization of staff's time and availability.

Phase 2 (X) - HCM and Payroll

The second deployment includes core HCM, benefits, payroll, time tracking and related workforce functionality. The Town and ERPA will document a final phase schedule, dependent on timely completion of Phase 1 and final determinations of payroll parallel-testing periods and target HCM/payroll go-live date.

Project Governance and Customer-Side Support

ERPA's scope of work provides a third agreement for customer-side employee support. Town staff identified the need for a dedicated project manager that will coordinate the overall work plan, vendors, Town stakeholders, decisions, testing, conversion and readiness activities. Two resumes have already been reviewed and considered for interviews of managers with decades of ERP implementation, local government, and project management experience, which provides a vital asset to help guide the Town's staff through the project while also alleviating staff time to ensure timely and accurate completion of regularly assigned duties.

OPTIMA and Ongoing Customer Support

After go-live of the Workday subscriptions the Town will have access to the ERPA OPTIMA services and Workday Success Plan. ERPA's OPTIMA provides Organizational Change Management (OCM) services that provides structured guidance and practical tools to lead day-to-day communications and organizational training activities. ERPA will identify stakeholder groups, identify change impacts and potential risks, and understand existing communication channels that can support the transition to Workday. ERPA will also develop a comprehensive OCM plan, including a change impact tracker, learning objectives, communications plan, and training plan, and provides ongoing customer support to sustain alignment and readiness throughout the deployment. Workday's Success Plan—Accelerate Essentials will provide configuration guidance, webinars, training courses, and technical customer support 24/7, 365 days a year.

Alternatives

The Town Council may approve the recommendations as presented; modify the authorized amounts or conditions; defer action pending revised contract documents; or direct staff to return with additional information.

Fiscal Impact:

BUDGET

The following table presents the planning budget by project section. Contract amounts are stated separately from Town-controlled allowances so that vendor commitments are not confused with contingency or ancillary project costs.

FY2026-2028 Implementation Project Total

ERPA Implementation and OPTIMA Services	\$ 674,167
Contract Project Manager	\$ 144,000
Workday SaaS Subscription - 2026-2028	\$ 426,425
Implementation Contingency	\$ 150,000
Data Extraction, Support, and Integrations	\$ 100,000
Total ERP Implementation	\$ 1,494,592

The recommended budget action appropriates a total of \$1.5million from Capital Project Reserve Fund 800 to accommodate the implementation project costs through go-live of the ERP system's Phase 1 and Phase 2. Ongoing subscription costs will be incorporated into the General Fund Budget's Operating Supplies and Services through FY2036. The appropriated budget of \$1.5m covers the implementation and subscription costs through FY2030, which includes implementation, software subscription, project management services, ancillary costs and contingency.

MULTI-YEAR FISCAL PLAN

Budget by FY	ERPA	Project Manager	Workday SaaS	Town Allowance	Total
FY 2026-27	\$ 337,083	\$ 70,000	\$ 85,760	\$ 150,000	\$ 642,843
FY 2027-28	\$ 168,542	\$ 74,000	\$ 89,637	\$ 100,000	\$ 432,179
FY 2028-29	\$ 101,125	\$ -	\$ 106,309	\$ -	\$ 207,434
FY 2029-30	\$ 67,417	\$ -	\$ 144,719	\$ -	\$ 212,136
Total Project Budget	\$ 674,167	\$ 144,000	\$ 426,425	\$ 250,000	\$1,494,592
Ongoing Costs					
FY 2030-31	\$ -	\$ -	\$ 147,614	\$ -	\$ 147,614
FY 2031-32	\$ -	\$ -	\$ 150,567	\$ -	\$ 150,567
FY 2032-33	\$ -	\$ -	\$ 153,579	\$ -	\$ 153,579

FY 2033-34	\$ -	\$ -	\$ 156,649	\$ -	\$ 156,649
FY 2034-35	\$ -	\$ -	\$ 159,784	\$ -	\$ 159,784
FY 2035-36	\$ -	\$ -	\$ 162,978	\$ -	\$ 162,978
Total 2030-36	\$ -	\$ -	\$ 931,171	\$ -	\$ 931,171
Total by contract/section	\$ 674,167	\$ 144,000	\$ 1,357,596	\$ 250,000	\$2,425,763

Attachments

1. Subscription-580775-Town of Yucca Valley, CA_Final_RFS_v3_2026-09-08
2. ERP Analysts MSA
3. Town of Yucca Valley - SOW - 2026-09-08
4. Town of Yucca Valley Workday ECS SOW
5. umsa-americas-v268
6. Executive Memorandum - WorkDay Recommendation final
7. Exhibit A - 800 Fund ERP Implementation Project 9.15.26

ORDER FORM 00580775.0

Customer Name	Town of Yucca Valley, CA
Workday Entity	Workday, Inc. Address: http://www.workday.com/contracting-entity-addresses
Universal Main Subscription Agreement (MSA)	This Order Form is subject to and governed by the MSA found at https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-americas-v268.pdf . The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum found at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html .
Product Terms	Service SKUs and functionality in the Rate Card are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
Workday Flex Credits and Platform Entitlement Policy	Use of capabilities identified in the Rate Card are subject to the Workday Flex Credits and Platform Entitlement Policy available at https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf which may be updated from time to time.
Workday Flex Credits Rate Card ("Rate Card")	https://www.workday.com/content/dam/web/en-us/documents/legal/current-flex-credits-rate-card.pdf
MSA and Order Form Effective Date	The later of the dates of the parties' signatures below
Order Term	September 18, 2026 through September 17, 2036
WSP Order Term	September 18, 2026 through September 17, 2027
Currency	USD
Total Fees	1,357,596
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	yucca-valley

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	87,028
2	Due on First anniversary of the Order Term start date	90,200
3	Due on Second anniversary of the Order Term start date	106,629
4	Due on Third anniversary of the Order Term start date	144,431
5	Due on Fourth anniversary of the Order Term start date	147,321
6	Due on Fifth anniversary of the Order Term start date	150,264
7	Due on Sixth anniversary of the Order Term start date	153,271
8	Due on Seventh anniversary of the Order Term start date	156,338
9	Due on Eighth anniversary of the Order Term start date	159,466
10	Due on Ninth anniversary of the Order Term start date	162,648
	Total Payment Amount	1,357,596

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	September 18, 2026 through September 17, 2027	87,028
2	September 18, 2027 through September 17, 2028	90,200
3	September 18, 2028 through September 17, 2029	106,629
4	September 18, 2029 through September 17, 2030	144,431
5	September 18, 2030 through September 17, 2031	147,321
6	September 18, 2031 through September 17, 2032	150,264
7	September 18, 2032 through September 17, 2033	153,271
8	September 18, 2033 through September 17, 2034	156,338
9	September 18, 2034 through September 17, 2035	159,466
10	September 18, 2035 through September 17, 2036	162,648
Total Subscription Fee		1,357,596

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0%. “**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure. Customer understands that the Subscription Fees above reflects Customer’s planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPPRJT	Projects - LDP	FSE*	Full Enterprise
LDPTT	Time Tracking - LDP	FSE*	Full Enterprise
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise with up to 25 Purchase Orders Issued
WSP	Workday Success Plan	% of Fee	WSP - Accelerate Essentials

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	60
United States-based employees	60

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information



	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Jordan Gumbish	Jordan Gumbish	Jordan Gumbish
Street Address City/Town, State/Region/County, Zip/Post Code, Country	57090 Twentynine Palms Highway Yucca Valley California 92284 United States	57090 Twentynine Palms Highway Yucca Valley California 92284 United States	57090 Twentynine Palms Highway Yucca Valley California 92284 United States
Phone/Fax #	+1 760-219-7329	+1 760-219-7329	+1 760-219-7329
Email (required)	jgumbish@yucca-valley.org	jgumbish@yucca-valley.org	jgumbish@yucca-valley.org
Internal Reference or PO (optional)			
Tax Exempt? Yes / No		If yes, US Exemption Tax Certificate or FST/VAT Number	

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Form Effective Date, there is no value attributed to any of the Downloadable Components.

Non-Generally Available Functionality

The Rate Card may include functionality that is not generally available. Such functionality is still in the design phase and in Workday’s sole discretion is subject to change or removal at any time and may never be made available to Customer for use.

Flex Credits are available only to customers on the Universal MSA. By utilizing any available Workday Agents or Platform Capabilities identified in the Rate Card, Customer agrees to the applicable Product Terms. Customer may not withhold, reduce, or set-off fees owed under this Order Form. Notwithstanding anything to the contrary in the MSA, this Order Form or any other Ordering Document between the parties, Customer agrees that Workday may automatically generate and issue invoices periodically based on Customer’s system activity. Workday and Customer agree that such automated records constitute a valid request for payment, and no signed Order Form shall be required to trigger Customer’s payment obligation. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to Accounts.Receivable@workday.com.



IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.

Town of Yucca Valley, CA

Workday, Inc.

{{_es_signer1_signature}} }

Signature

{{_es_signer2_signature}}

Signature

{{_es_signer1_fullname}} }

Name

{{_es_signer2_fullname}}

Name

{{_es_signer1_title}} }

Title

{{_es_signer2_title}}

Title

{{_es_signer1_date}} }

Date Signed

{{_es_signer2_date}} }

Date Signed

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Notwithstanding the foregoing, Flex Credits are subject to the Flex Credit Reporting Obligation in the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	60	100.0%	60
Part-Time Employees	0	25.0%	0
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
Total FSE Count:	60		60

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s). Additional Metric Definition Table.

	Metric	Definition
LDPPRO	Purchase Orders Issued	Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again.

4. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU's or Subscription Rights during the WSP Order Term, an additional fee equal to 10.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. Customer will only have rights to Workday Success Plans during the WSP Order Term. The total Workday Success Plan fees assessed on this Order Form, in the amount of 40,000, represent fees associated with the SKU(s) purchased under this Order Form for the WSP Order Term.

5. Growth and Expansion.

Excess Use: Customer is responsible for all excess Subscription Rights at the Expansion Rates described below:

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer understands that an Order Form, Subscription Growth Acknowledgement or other ordering document ("Ordering Document") will be required to document any annual fees due pursuant to this section in its entirety. Such Ordering Document must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	577.73
LDPUSP	63.70
LDPBEN, LDPCCB	32.75

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPPRO	Total of 50 Purchase Orders Issued	25,250

B. Flex Credit Reporting Obligation.

In addition to the obligations set forth above, if Workday provides an Ordering Document to document any additional fees due for any excess use of any complimentary entitlements, Customer will execute such Ordering Document and pay the applicable fees based on the rates in the then-current Rate Card.

C. Workday Success Plans Reporting.

In conjunction with any fees due as a result of any Reporting Obligation(s) as listed above, an additional fee of 10.0% will be added for Workday Success Plan for any excess Subscription Rights.

6. Renewal.

Customer may renew all Services on this Order Form for a single three-year Renewal Term (“**Renewal Term**”) based on a compounding increase of 7% per annum (“**Annual Renewal Increase**”). The Annual Renewal Increase for each Year of the Renewal Term will be calculated based on the final Subscription Period Fees listed in the Subscription Fees Table, minus any annualized fees for Workday Success Plans (“**Base Subscription Fee**”). If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 10.0% of the annual Renewal fees defined herein. The Expansion Rate(s) for the Renewal Term shall be increased by the same percentage as the Annual Renewal Increase per year. This Renewal option is valid only if Customer’s Base Subscription Fee, plus any annualized fees for Workday Success Plan, for the Renewal Term is equal to or greater than the Base Subscription Fee defined herein and Customer renews all Subscription Services included in this Order Form plus the Base Subscription Fee in any subsequent purchase of any additional SKUs purchased during this Order Term. Annual Renewal Subscription Fees exclude fees for any additional Subscription Rights purchased at the time of renewal. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term.

7. Customer Identification/Referenceability.

Workday may reference Customer (including use of its logo) as a customer of Workday (i) in all Workday interactions with third parties, including its prospects, customers and partners, (ii) at events and on social media and at earnings calls, and (iii) on its website, in press releases, and in presentations.

Further, at Workday’s reasonable request and at Customer’s reasonable discretion, Customer shall (1) make Customer’s representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer’s use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the on-boarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Cloud Connect for Benefits - LDP	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events; evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Grants Management - LDP	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate

		facilities and administration costs, and to bill and report to sponsors.
Core Financials - LDP	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Projects - LDP	Financial Management	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services, maintain purchase items and catalogs, and create receipt accruals for approved but not yet invoiced receipts. Workday Procurement also includes the functionality to manage suppliers and related transactional activity on the following document types, such as supplier contracts, requisitions, purchase and change orders, and receipts.



MASTER SERVICE AGREEMENT

This Master Services Agreement (the "Agreement") is made and entered into this 15th day of September, 2026 by and between ERP Analysts, Inc., ("ERPA"), an S-corporation organized under the laws of the State of Ohio with its principal place of business at 425 Metro Place North, Suite 510, Dublin, Ohio 43017, and Town of Yucca Valley ("Customer"), incorporated under the laws of the State of California with its principal place of business at 57090 Twentynine Palms Highway, Yucca Valley, CA, 92284. CUSTOMER and ERPA may be referred to herein individually as a "Party" and collectively as the "Parties."

NOW THEREFORE, in consideration of the mutual promises and advantages to the Parties, the Parties agree as follows:

SECTION. 1 DEFINITIONS

The following terms, as used herein or in exhibits or attachments hereto, shall have the meanings indicated:

- 1.1 "Affiliate." An entity, which directly or indirectly controls, or is controlled by, or is under common control with a Party.
- 1.2 "Confidential Information." All information, whether written, verbal or electronic, concerning the affairs and operations of either Party, its subsidiaries and Affiliates, and their respective contractors and agents, including, without limitation, operational plans, financial data, contractual information, and personally identifiable information ("Personal Data"), shall be considered Confidential Information under this Agreement. Confidential Information shall not include information that the nondisclosing Party can demonstrate: (a) was already known to nondisclosing Party at the time of disclosure; (b) was information in the public domain or available to the public; (c) was made available to nondisclosing Party by third parties without any non-disclosure obligation to disclosing Party; or (d) was independently developed by nondisclosing Party.
- 1.3 "Statement of Work" or "SOW." Each document identified as such and executed by ERPA and Customer for the provision of Services, which shall incorporate the terms and conditions of this Agreement and contains the description, pricing and other specific terms and conditions applicable to the Services being performed.
- 1.4 "Services." Any labor effort, resources and/or deliverables required to be provided by a Statement of Work or actually performed pursuant to a Statement of Work requirement wherein the service rendered does not consist primarily of acquisition or the rental of equipment or materials.
- 1.5 "Subcontractor." Whether capitalized or not herein, any subcontractor, vendor, material man, in each case of any tier, that has a contract, license, or agreement with ERPA to supply equipment, material, services, supervision, consultation, or labor in connection with the performance of the Services.



- 1.6 “Technical Representative.” The individual, if any, identified as such for each Party in a Statement of Work that serves as the primary technical point of contact with regard to the Services to be complete for such Statement of Work. Either Party may replace its Technical Representative upon written notice to the other Party.

SECTION. 2 AGREEMENT STRUCTURE

- 2.1 The Parties acknowledge and agree that this Master Services Agreement is intended to operate as a standard set of terms and conditions pursuant to which ERPA may perform Services under a SOW to be executed by the Parties hereto, where each such SOW will: (a) describe with particularity the Services to be rendered; (b) include a specification of the (i) period of performance, (ii) schedule, (iii) deliverables, (iv) Key Persons, (v) fees, and (vi) expenses applicable to provision of such Services; and (c) incorporate this Agreement by reference so that each SOW shall constitute a separate contractual agreement.
- 2.2 This Agreement consists of these terms and conditions and each SOW entered into hereunder. Any reference to this Agreement shall be a reference to this Agreement and/or any SOW, as applicable. This Agreement will govern each Party's rights and obligations relating to ERPA's performance of Services. This Agreement, by itself, does not implement any transaction or grant ERPA authorization to commence activity. ERPA must be in receipt of a written Purchase Order or signed SOW prior to the commencement of any activity hereunder. Nothing in this Agreement shall require either Party to enter into any particular SOW notwithstanding the execution of this Agreement by the Parties. Either Party may, in its sole discretion, elect not to enter into any SOW hereunder.
- 2.3 ERPA will provide the Services according to the specifications, schedules, fees and other items set forth in the SOW (“Specifications”) and in accordance with this Agreement. Additional written and detailed technical specifications for the Services may be referenced in or attached to each SOW as attachments, and, when referenced or attached, shall be deemed to be incorporated within such SOW reference.
- 2.4 Scope Changes. During the course of a SOW effort, Customer may desire a change in the scope of the effort. Customer will make requests for changes in writing (“Change Order”) and will deliver same to ERPA. ERPA shall only incorporate changes in scope after a Change Order has been signed by both Parties.
- 2.5 Order of Precedence. In the event of any conflict between this Agreement and a SOW, the terms of the Agreement shall control. Any intended variation from the terms and conditions of the Agreement shall be explicitly stated as such in the SOW with the express reference (by section number) to the provision to be overridden and shall apply only to that particular SOW.

SECTION. 3 SERVICES AND PERFORMANCE

- 3.1 ERPA shall perform the Services in a workmanlike manner using only qualified, careful and efficient workers and in strict conformity with this Agreement and the



SOW (including written Change Orders).

- 3.2 ERPA shall be responsible for periodic reporting of the progress status of the Services and issues related thereto.

SECTION. 4 TERM AND TERMINATION

- 4.1 Term. This Agreement shall be effective on the Effective Date and shall remain in effect until all the Services under the Statement of Work have expired or are terminated. The Term for any Services shall be specified in the applicable Statement of Work for such services.
- 4.2 Termination for Cause. Either Party may terminate this Agreement or any SOW hereunder, immediately, in whole or in part, for default, breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances by other Party. If the default or breach is reasonably capable of cure, the non-defaulting Party shall give the other Party written notice and thirty (30) days opportunity to cure.
- 4.3 Consequences of Expiration and/or Termination. In the event that either Party terminates an effort according to this Section 4, ERPA shall be entitled to fair compensation for Services provided through the effective date of Termination. Upon the effective date of termination, Customer may take possession of the Services performed, provided that payment for such Services has been made in full to ERPA.

SECTION. 5 PERSONNEL

- 5.1 Subcontracting and ERPA's Employees. ERPA is responsible for staffing as necessary to provide the Services identified in each SOW(s). ERPA may subcontract the performance of specific Services hereunder. Personnel used or supplied by ERPA in the performance of the Services hereunder shall be employees or contractors of ERPA and under no circumstances are such personnel to be considered employees or contractors of Customer.
- 5.2 Key Person. If one or more individuals employed by ERPA is specified as a "Key Person" in a SOW, each will be deemed an essential person for the performance of the Services. ERPA shall not change any Key Person(s) without the prior consent and approval of Customer; provided however that ERPA may change any Key Person without prior consent and approval if such person is no longer employed by ERPA. If ERPA deems any Key Person unable to devote sufficient time to maintain his or her level of responsibility, ERPA will provide advance written notice of the person designated to replace him or her, which person will be subject the prior consent and approval of Customer.
- 5.3 Technical Representatives. All transfer of deliverables and communications regarding the scope of Services under a SOW will be accomplished through the Technical Representatives. Any contractual changes to this Agreement or to the SOW(s) are only as authorized in written amendments or modifications executed by each Party's duly authorized contract representative. Either Party may change



the person designated to be its Technical Representative for any SOW at any time upon written notice to the other Party.

- 5.4 Hiring/Non-Solicitation. The Parties agree not to hire any employee of the other Party or its Affiliates without written permission of the Party's duly authorized contract representative. Provided that the employee was not engaged in the performance of the Services under this Agreement, this restriction shall not apply to the solicitation or recruitment by a Party generally in the media, and shall not prohibit a Party from hiring, without prior written consent, employees of the other Party who answer any advertisement or who otherwise voluntarily apply for a publically posted job opening without having been personally solicited or recruited by a Party or its representatives.
- 5.5 ERPA represents and warrants that no personnel used or supplied by ERPA in the performance of the Services hereunder are current employees, independent contractors or contingent workers of Customer or any of its affiliated entities.

SECTION. 6 FEES, INVOICES, PAYMENT

- 6.1 Fees/Compensation. ERPA will be compensated for Services performed by it in the manner set forth in the applicable SOW and the terms and conditions of this Agreement. ERPA must be in receipt of a signed SOW or Customer Purchase Order prior to the commencement of Services. Payment shall not constitute acceptance or approval by Customer.
- 6.2 Payment. No invoice shall exceed the amount set forth in the SOW and shall only include the amount due for Services provided to Customer. Customer will pay undisputed amounts using Automated Clearing House (ACH) electronic payment within thirty (30) days after receiving ERPA's invoice.
- 6.3 Invoicing. ERPA invoices will be sent electronically to the following email address:
- 6.4 For all travel and expenses under the applicable SOW, ERPA shall invoice Customer at actual cost.
- 6.5 Billing Disputes. The non-payment by Customer of any amount invoiced by ERPA shall not be considered as a breach by Customer of this Agreement or any related SOW to the extent that: (i) Customer disputes any such amount in good faith within fifteen (15) days of receipt of invoice; and (ii) Customer and ERPA act diligently to resolve such dispute in accordance with this Agreement; and (iii) such dispute is resolved within thirty (30) days of ERPA submitting the invoice to Customer for payment.

SECTION. 7 CONFIDENTIALITY

- 7.1 This Section 7 applies to ERPA's performance under this Agreement, including any related SOW(s), and/or services provided under any Customer Purchase Order.



- 7.2 Use of Confidential Information; Non-Disclosure. ERPA agrees that it shall use Confidential Information solely for the purpose of performing Services as defined in this Agreement or other exhibits to this Agreement, to Customer, and solely as expressly permitted under this Agreement. ERPA will not disclose, transfer, sell, rent, copy, or allow third-party access to Confidential Information, or use Confidential Information for ERPA's own benefit or the benefit of third parties. Customer agrees that ERPA will be permitted to disclose relevant aspects of the work to its employees to the extent necessary to perform the Services and to the extent such employees are bound to maintain the security and confidentiality of the Confidential Information. Notwithstanding the foregoing, ERPA may disclose Confidential Information to the extent compelled by any court, regulatory order or other service of legal process, in which case ERPA, unless prohibited by law, will provide Customer prompt prior notice of any such order or process sufficient to allow Customer to contest such order, and ERPA shall cooperate with Customer in responding to such order.
- 7.3 Security Controls. ERPA shall protect and maintain the security and confidentiality of the Confidential Information using at least the same level of care (but no less than reasonable care) that ERPA uses to protect and maintain the security and confidentiality of its own confidential information.
- 7.4 Third-Party Suppliers. ERPA shall not disclose any Confidential Information to any subcontractors, vendors, advisors, or agents ("Third-Party Suppliers") without the execution by such Third-Party Suppliers of an agreement imposing upon the Third-Party Suppliers the same or substantially similar security and confidentiality obligations imposed upon ERPA under this Agreement.
- 7.5 Destruction of Confidential Information. Upon termination of this Agreement, or at any other time during the term of the Agreement if requested by Customer, within ten (10) days, ERPA shall either return to Customer or certify destruction of any and all Confidential Information (and any and all copies, tapes and duplications thereof), then in its or its Third-Party Suppliers' possession, and shall maintain no such information in its or its subcontractors' possession provided that ERPA may retain reasonable copies of such materials for archival purposes, subject to ERPA's security and confidentiality obligations in this Agreement. Customer shall maintain rights to verify the compliance with this Section as reasonably requested.
- 7.6 Personal Data. Without limiting any obligations hereunder, in the case of Personal Data, ERPA shall: (i) use Personal Data only to deliver Services as instructed and permitted by Customer; (ii) ensure that all Personal Data collected or created by ERPA on behalf of Customer is limited to what is necessary in order to deliver the Services, (iii) not sell the Personal Data, nor retain, use or disclose the Personal Data for any purpose other than the purpose specified in this Agreement, including retaining, using or disclosing the Personal Data for a commercial purpose other than to provide the Services to Customer; and (iv) not retain, use or disclose the Personal Data outside of ERPA's business relationship with Customer.
- 7.7 Remedies for Confidentiality Breach. ERPA agrees that its breach of the terms in Section 7 hereof may cause irreparable damage to Customer, and its subsidiaries and Affiliates. In the event of any breach or imminent breach of Section 7 hereof,



ERPA agrees that, in addition to other remedies available under law, Customer shall be authorized and entitled to seek injunctive relief from any court of competent jurisdiction to prevent, restrain, compel an act, or limit the effects of, as applicable or appropriate, such breach or imminent breach.

SECTION. 8 WARRANTIES

- 8.1 Services shall be performed in a professional and workmanlike manner, consistent with industry standards. If ERPA fails to do so, ERPA shall correct deficiencies at no additional charge to Customer, provided Customer gives ERPA written notice of such deficiencies within sixty days of delivery by ERPA. In the event ERPA is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost ERPA shall refund Customer prorated amounts paid for the defective portion. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ERPA MAKES NO ADDITIONAL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, ERPA DOES NOT WARRANT THAT ANY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 8.2 Services shall not infringe any copyright, trade secret, patent or other proprietary right of a third party. ERPA is the sole owner of, or otherwise has obtained all rights to grant the license granted hereunder to Customer. ERPA shall not misappropriate trade secret or rights of third parties in performing Services.
- 8.3 Services shall not contain any feature that prevents use, including without limitation, any computer virus, worm, lock, drop-dead device, Trojan-horse routine, trap door, time bomb, or any other code or instruction that may be used to access, modify, delete, damage, or disable the functioning of the Services of Customer.
- 8.4 In no event shall either party or its suppliers be liable to each other or any third party for any special, general, incidental, punitive, indirect, or consequential damages, including but not limited to damages for loss of business revenue or profits, loss of anticipated revenue or profits, failure to realize anticipated savings, loss of goodwill, business interruption, or loss of business information, arising in connection with the use, or the results of the use, of the Services, written materials, or professional advice of ERPA, even if both parties have been apprised of the likelihood of such damages.
- 8.5 In any case, it is agreed that the liability of ERPA, whether such liability arises out of contract, tort, negligence, strict liability or otherwise, shall be limited to, at ERPA's discretion, the repair of the Services or repayment to the Customer of the 67 or any other damages, either direct or consequential.

SECTION. 9 INTELLECTUAL PROPERTY

- 9.1 All right, title and interest to all recommendations, ideas, designs, techniques, inventions, discoveries, improvements, information, creations, software, and any other items discovered, prepared or developed by or for ERPA in the course of or



resulting from performance under this Agreement, or any related SOW, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "ERPA Intellectual Property") vests in ERPA. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. Subject to the foregoing, ERPA grants Customer a royalty-free, non-exclusive, non-transferable license to use ERPA Intellectual Property incorporated into the Services solely for its internal purposes in connection with its authorized use of the Services. As between ERPA and Customer, all Customer Confidential information supplied by Customer, shall be, and remain, the property of Customer.

SECTION. 10 INDEPENDENT CONTRACTOR

- 10.1 ERPA certifies that it is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as the agent or employee of Customer; that it has no authority to act for or bind Customer; and that ERPA may and does work for other customers. ERPA is solely responsible for performing Services in accordance with the applicable SOW.
- 10.2 ERPA shall have the sole responsibility for the conduct of its employees, representatives and agents, and for payment of their entire compensation, including salary and other forms of compensation, withholding of income and payment of taxes or like fees as required to comply with applicable federal, state and local laws, and payment or provision of worker's compensation, unemployment, disability insurance, and social security withholding. ERPA's personnel are not eligible to participate or to receive coverage under any Customer benefit plan, program, employment policy or procedure or workers' compensation insurance. ERPA shall be responsible for all employer obligations towards all of its employees and agents under all applicable laws. ERPA shall release and hold harmless Customer and its directors, officers, employees and representatives against any liability, expenses, and costs (including reasonable attorney's fees) relating, directly or indirectly, to ERPA's failure to comply with its obligation under this paragraph.

SECTION. 11 INDEMNIFICATION

- 11.1 ERPA shall indemnify, hold harmless and defend, at ERPA's expense, Customer (including its officers, directors, employees and agents), and its Affiliates against any loss, cost, expense or liability (including but not limited to attorney fees, court costs, and awarded damages) (i) arising out of a claim that the Services, or its use, infringes a patent, trade secret or other intellectual property right, or (ii) resulting from the negligence or willful or reckless acts or failures to act of ERPA or its employees, personnel, subcontractors, consultants, representatives or agents.
- 11.2 ERPA's obligation hereunder shall not extend to any combination of the Services with any other product, system or method when the latter is the sole, proximate cause of loss, cost, expense or liability to Customer, unless (i) the product, system or method is provided by ERPA; or (ii) it would be reasonably expected to use the Services in combination with such product, system or method.



- 11.3 Customer will notify ERPA within a reasonable period of time after receiving notice of a claim. Provided that ERPA promptly and reasonably investigates and defends any such claim, ERPA shall have control over the defense and settlement thereof. Customer shall furnish, at ERPA's reasonable request, information and assistance necessary for such defense. In the event of such a claim, and if (i) the Services are held to be infringing, (ii) ERPA reasonably believes the Services will be held to infringe, or (iii) where Customer's use is restricted as a result of a claim of infringement, ERPA shall, at its expense, either obtain the right for Customer to continue using the Services or replace or modify it to be non-infringing and of equivalent functionality. If neither of the alternatives is reasonably possible, ERPA shall refund the amounts paid for the infringing Services hereunder to Customer.

SECTION. 12 INSURANCE

- 12.1 At all times during the term of this Agreement or any related SOW, ERPA shall purchase and maintain such insurance, at their expense, as will protect them from the claims set forth herein that may arise out of or result from ERPA's operations under this Agreement or any related SOW. Notwithstanding ERPA's decision to maintain greater amounts, ERPA shall maintain the following minimum amounts and types of coverage:
- 12.1.1 Commercial General Liability covering claims for bodily injury, death, personal injury or property damage with minimum limits of One Million Dollars (\$1,000,000) for each occurrence with a general aggregate limit of One Million Dollars (\$1,000,000) and naming Customer as an additional insured as its interest may appear with respect to this Agreement.
 - 12.1.2 Comprehensive Automobile Liability covering ownership, operation and maintenance of all owned, non-owned and hired automobiles used in connection with the performance of this Agreement, with minimum limits of One Million Dollars (\$1,000,000) each occurrence.
 - 12.1.3 Worker's Compensation with statutory limits as required in the state where the Services are being provided and Employers' Liability or "Stop Gap" coverage with limits of One Hundred Thousand Dollars (\$100,000) each accident. Customer shall be given thirty (30) days advance written notification of any cancellation or material decrease in the policy.
 - 12.1.4 Cyber Liability Insurance covering claims for technology errors & omissions; security and liability; privacy regulatory claims; security breach response; and cyber extortion with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence with a general aggregate limit of Two Million Dollars (\$2,000,000).
- 12.2 The above policies shall include the following coverage provisions: Customer shall be named as an additional Insured; the insurers shall waive their rights of subrogation against Customer; ERPA's policies shall be primary and non-contributory; and Customer shall be provided thirty (30) days prior notice of cancellation, non-renewal or material decrease in policy.



- 12.3 Upon request by Customer, ERPA shall forward certificate(s) of insurance to Customer within five (5) business days from receipt of request.

SECTION. 13 DEFAULT BY ERPA

- 13.1 Customer may terminate this Agreement, or any related SOW, in whole or in part for default, if ERPA fails to perform any of its material obligations in accordance with the terms and conditions contained therein. Failure to perform includes, but is not limited to any of the following occurrences:
- 13.1.1 Failure or refusal to perform Services described in a SOW, in a safe and efficient manner.
- 13.1.2 Failure to comply with or violation of any material term or condition of the Agreement or a related SOW.
- 13.1.3 If ERPA becomes insolvent or is placed in bankruptcy, either voluntarily or involuntarily.

SECTION. 14 General Provisions

- 14.1 Advertising and Publicity. Neither Party shall use the other Party's names, marks, codes, drawings or specifications in any advertising, promotional efforts or publicity of any kind without the prior written permission of the other Party. However, upon execution of this Agreement, Customer hereby agrees to allow ERPA to use Customer's name and logo as part of a list of ERPA's customers on its website, in collateral, and in presentations.
- 14.2 Force Majeure. In the event ERPA or Customer is delayed in performing any of its respective obligations in this Agreement and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, accidents, acts of civil or military authority, fires, floods, or earthquakes or any other condition beyond the reasonable control of the Party delayed ("Excusable Delay"), such delay shall be excused and the period of such delay shall be added by a contract Change Order to the time for performance of the obligation delayed. In the event of any such delay, the Party delayed shall, at no cost to the other Party, exercise due diligence to shorten the delay and shall keep the other Party advised as to the continuance of the delay and steps taken to shorten or resolve the delay. ERPA shall not be entitled to additional or extra compensation by reason of any delay covered by this Section. In addition to the above, ERPA shall be entitled to treat as an Excusable Delay hereunder any delay caused by the failure of Customer to discharge any of its obligations hereunder in a timely and efficient manner, or any other delay which Customer and ERPA agree in writing should be treated as an Excusable Delay hereunder.
- 14.3 Choice of Law; Venue and Jurisdiction. This Agreement shall be construed and the legal relations between the Parties determined in accordance with the laws of the State of Ohio as though the entire contract were performed in the State of Ohio, without giving effect to any choice of law rules that may direct the application of the laws of any other jurisdiction. The Parties consent to venue in the County of



Franklin in the State of Ohio and to the exclusive jurisdiction of the courts of Franklin County, Ohio for all litigation that may be brought.

- 14.4 If a lawsuit is filed by either party to this agreement, the prevailing party shall be entitled to recover all of its costs and reasonable attorney's fees incurred, including any appeals.
- 14.5 The failure of a party to exercise any power given it in this Agreement or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of that party's right to demand exact compliance of the terms of this Agreement. Waiver by a party of any particular default by the other party shall not affect or impair its rights with respect to any subsequent defaults of the same kind or of a different kind, nor shall any delay or omission by a party to exercise any rights arising from any default affect or impair its right as to such default or any future default. Further, no custom or course of dealings of the parties at variance with the terms hereof shall constitute a waiver of that party's right to demand later compliance.
- 14.6 This Agreement, related SOW(s) and attached exhibits may be amended or modified only by an instrument of equal formality signed by duly authorized representatives of the respective Parties.
- 14.7 All notices under this Agreement will be in writing. Notices will be given personally or sent by certified or registered mail or private express courier and will be deemed given upon delivery, if given personally, or when deposited with the private courier or Postal Service with the proper postage affixed, if sent by mail. Notices will be addressed as follows:

Notice to ERPA:

ERP Analysts, Inc.
425 Metro Place N, Suite 510
Dublin, OH 43017
Attn: Matt McPeek
Phone: 614.327.7970
Email: matthew.mcpeek@erpa.com

Notice to Town of Yucca Valley:

Town of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA, 92284
Attn:
Phone:
Email:

- 14.8 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement.
- 14.9 Survival Period. Any provision of this Agreement that imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the Parties to this Agreement
- 14.10 This Agreement together with all related SOWs and attached exhibits shall be binding upon the Parties hereto and shall inure to the benefit of the Parties hereto and their Affiliates.



14.11 Entire Agreement, Partial Invalidity. The making, execution, and delivery of this Agreement by ERPA and Customer have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties hereto relating to ERPA's services regarding the subject matter hereof and supersedes any previous agreements or understandings, written or oral, in effect between the Parties relating thereto. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THE DATES SET FORTH BELOW

ERP ANALYSTS, INC

TOWN OF YUCCA VALLEY

Signed Name

Signed Name

Matthew McPeek

Printed Name

CFO

Title

Date

Date



Professional Services Statement of Work

Customer Name: **Town of Yucca Valley**

Project: Workday: **Financials (Phase 1), HCM & Payroll (Phase X)** Deployment

Prepared By: **Maggie Acosta**, ERPA Deployment Sales Director



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Terms and Conditions

Statement of Work Effective Date	9/15/2026
Targeted Project Start Date	1/5/2027
Workday Go-live Date	5/1/2027
Master Agreement Effective Date	9/15/2026

CUSTOMER CONTACT INFORMATION	BILLING CONTACT	PROJECT CONTACT
Contact Name	Jordan Gumbish	Jordan Gumbish
Title	Finance Manager	Finance Manager
Street Address, City/Town, State/ Zip/Postal Code	57090 29 Palms Highway Yucca Valley, CA 92284	57090 29 Palms Highway Yucca Valley, CA 92284
Phone	760-369-7207	760-369-7207
Email	jgumbish@yucca-valley.org	jgumbish@yucca-valley.org

This Statement of Work ("SOW"), effective as of 9/15/2026 (the "Effective Date"), is incorporated into and governed by the terms and conditions of the Master Services Agreement (the "Agreement") between ERP Analysts, Inc. ("ERPA" or "Vendor") and Town of Yucca Valley ("Customer"), dated 9/15/2026.

In the event of any conflict or inconsistency between the terms of this SOW, any documents incorporated herein (including implementing documents or Change Orders), the Agreement, or any purchase orders or supplemental agreements, the following order of precedence shall apply:

- a. the Agreement;
- b. any duly executed Change Orders and implementing documents to this SOW, in order of most recent to earliest;
- c. this SOW; and
- d. any purchase orders or supplemental agreements.

DEFINITIONS

As used herein, capitalized terms have the meanings below. Undefined capitalized terms have the meanings in the Agreement. Singular and plural forms are interchangeable.

“Agreement” has the meaning set forth in the first paragraph.

“Change Management Services” means the change management consulting services and user adoption deliverables in the Attachments. References to “Services” in the Agreement include these services.

“Critical Project Milestones” means key project dates and deliverables, as updated by the Parties during project planning.

“Custom Integration” means any integration between Workday and a third-party system without a Workday template.

“Go-Live” means the date applicable workstreams are made available to employees, managers, or the workforce.

“Move-to-Production” means the date configured functionality is deployed to the production tenant, or the gold tenant is promoted to production.

“Parties” means ERPA and Customer.

“Project Plan” means the implementation task list, including dates, dependencies, and milestones, which Customer may incorporate into its broader program plan.

“Statement of Work” and **“Statement of Work Effective Date”** have the meanings set forth in the first paragraph.

“Tenant” means a distinct Workday environment with segregated data, including:

- **“Foundation Tenant”** – initial design environment;
- **“End-to-End Tenant”** – testing and UAT environment;
- **“Sandbox Tenant”** – post-production development and testing;
- **“Sandbox Preview”** – pre-release testing environment.

“Workday Solution” means the subscription service provided by Workday, Inc.

DESCRIPTION OF SERVICES

1 | ERPA shall perform the Services set forth in this Statement of Work in the manner of forth herein.

2 | The Services are further described in the following attachments:

- a. Attachment 1: Project Scope
- b. Attachment 2: Project Approach
- c. Attachment 3: Project Timeline
- d. Attachment 4: Project Roles & Responsibilities
- e. Attachment 5: Project Assumptions
- f. Attachment 6: Organizational Change Management

FEES AND BILLING FOR WORKDAY DEPLOYMENT SERVICES

SOW Fees. ERPA's fees for the Workday deployment are based on information provided during the RFP process and subsequent discussions, as reflected in Attachment 1 (Project Scope). The fixed fees set forth below are based on the proposed scope and timeline. Any changes to the scope or timeline will be subject to the Change Order process described in Attachment 2 at a rate of **\$225 per hour**.

ERPA has relied on the accuracy and completeness of the information provided by Customer in developing its pricing. This estimate is valid for **30** calendar days from submission to Customer, unless otherwise agreed by the Parties.

Travel and related expenses are not included in the fixed fees and will be billed at cost in accordance with ERPA's Travel and Expense Policy (available upon request) or the Agreement. Such expenses require Customer's prior approval. The ERPA Engagement Manager will periodically review project costs with Customer to ensure alignment with the budget.

Fee Summary

WORKDAY DEPLOYMENT SERVICES	PROFESSIONAL SERVICES FIXED FEES
ERPA Workday Implementation	\$674,167

Commented [MA1]: Jordan - Increase in price from \$652k to account for added integrations. Updated pricing table below also reflective of a 2027 project start.

Payment Structure

Year	Professional Service Phase	Professional Services Fixed Fees Annual (USD)	Number of Payments	Est. Invoice Amount (USD)
2027	Initial Deployment Activities	\$337,083	(3) Monthly	\$112,361
2028	Phase X Deployment + OPTIMA: CORE Support Package	\$168,542	(1) Jan 30, 2027	\$168,542
2029	OPTIMA: CORE Support Package	\$101,125	(1) Jan 30, 2028	\$101,125
2030	OPTIMA: CORE Support Package	\$67,417	(1) Jan 30, 2028	\$67,417

SOW Billing. ERPA will execute this engagement on a Fixed Fee basis. ERPA will invoice Customer as detailed in the Table in the Milestones section. Payment Terms are Net 30. Except as otherwise stated in this SOW, invoice and payment terms for this project are subject to the terms and conditions of the Agreement. ERPA may suspend work on this SOW without penalty if Customer fails to pay undisputed overdue amounts to ERPA within 15 days of ERPA’s written notice specifying the undisputed amounts.

OPTIMA – Packages

ERPA’s OPTIMA packages provide flexibility to scale and adapt based on Customer needs, while maintaining governance and control through clearly defined milestones, deliverables, and change management processes. This balanced approach ensures alignment between business objectives, system capabilities, and project outcomes.

OPTIMA support hours and associated fees are included in this proposal based on ERPA’s understanding of project requirements and Customer needs. Monthly hours are intended to be used within each applicable month. If Customer requires support hours in excess of the monthly allocation of hours + available rollover hours (if applicable), additional hours may be purchased at a rate of \$235 per hour.

Year	OPTIMA Support Package	Annual Hours	Monthly Hours
2028	CORE	120	10
2029	CORE	120	10
2030	CORE	120	10

- Up to 10 hours per month of Support Hours
- Monthly rollover of hours is excluded

Note: Customer is responsible for obtaining any necessary Implementation (IMPL) Tenant(s) from Workday for the duration of the project. Please note that the configuration may not occur if the implementation tenant(s) has not been established.

WORKDAY SERVICES	ESTIMATED COSTS
Workday Implementation Tenants	Provided by Workday

Note: Workday services associated above are delivered and billed directly from Workday and are not included in the ERPA Fees.

ACCEPTANCE & AGREEMENT

The terms and conditions of this SOW, including the rates and pricing provisions, will not be binding on ERPA until this SOW is signed by ERPA and Customer.

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

ERPA

Accepted and agreed on behalf of ERPA:

Name: Cameron Larkin
Title: VP Workday Customer Engagement

Authorized Signature
Date: _____

Town of Yucca Valley

Accepted and agreed on behalf of Customer:

Name: _____
Title: _____

Authorized Signature
Date: _____

DRAFT

Attachment 1: Project Scope

1.01 EXECUTIVE SUMMARY

This SOW describes the professional services ERPA will provide to Town of Yucca Valley for the Workday implementation, including deliverables, pricing, and payment terms. The Parties may enter into additional SOWs for future services. If Customer requests services beyond the scope of this SOW, ERPA will provide a proposal, and such services will be incorporated through a Change Order or a separate SOW.

1.02 SUMMARIZED FUNCTIONAL SCOPE

The following assumptions apply to Customer's initial deployment with a targeted Workday Move-to-Production date of **5/1/2027**.

Countries in Scope: USA only

Specified Integrations are listed in the Integrations Scope section.

PRODUCT PILLAR	PRODUCT AREA	PHASE
HCM	CORE HCM + FOUNDATION	PHASE X
	BENEFITS	PHASE X
PATT	ABSENCE	PHASE X
	PAYROLL FOR UNITED STATES	PHASE X
	TIME TRACKING	PHASE X
FIN	ACCOUNTING FOR FINANCE	PHASE 1: INITIAL DEPLOYMENT
	ACCOUNTS PAYABLE	PHASE 1: INITIAL DEPLOYMENT
	ACCOUNTS RECEIVABLE	PHASE 1: INITIAL DEPLOYMENT
	ASSET MANAGEMENT	PHASE 1: INITIAL DEPLOYMENT
	CASH MANAGEMENT	PHASE 1: INITIAL DEPLOYMENT

	FINANCIALS USERS	PHASE 1: INITIAL DEPLOYMENT
	FOUNDATION DATA MODEL	PHASE 1: INITIAL DEPLOYMENT
	GRANTS MANAGEMENT	PHASE 1: INITIAL DEPLOYMENT
	PROCUREMENT	PHASE 1: INITIAL DEPLOYMENT
	PROJECTS	PHASE 1: INITIAL DEPLOYMENT
	REVENUE MANAGEMENT	PHASE 1: INITIAL DEPLOYMENT

1.02.1

Commented [MA2]: Jordan - Contingency language to review HCM/Pay scope prior to deployment

HCM AND PAYROLL SCOPE

The HCM and Payroll scope will be finalized and validated with the Customer prior to deployment. The Customer, with support from the ERPA delivery team, will determine readiness to initiate HCM and Payroll deployment. Deployment will commence no later than 60 days following Financials production go-live.

ADDITIONAL SCOPE

Any additional scope or changes to the current scope identified beyond the services and deliverables defined in the statement of work may require a mutually agreed upon change order.

1.03 DETAILED FUNCTIONAL SCOPE

The tables below reflect the proposed project scope for this effort. Any feature or functionality not explicitly identified in the scope section is assumed to be out of scope for this project.

Product Pillar	Product Area	Description	Scope
1: HCM	Core HCM + Foundation	Compensation	- Basic Compensation Management - Delivered Compensation Basis - Compensation Package - Compensation Grades — Up to 500 Grade Profiles - Salary Plans — Up to 2 - Hourly Plans — Up to 2 - Shell Commission Plan — 1

			• One-Time Payment or Allowance Plans — Up to 50 total, excluding Reimbursable Allowance Plans unless Expenses are in scope • Worker Profile: Total Rewards Statement — Without Payroll results • Wage Theft Notice ○ 1 delivered Wage Theft Notice ○ 1 additional configurable Wage Theft Notice ○ Configurable template includes a simple letter header with logo and footer ○ Up to 2 conditional paragraphs, which may include employee information, company information, rates of pay, allowances, payday, workers' compensation insurance information, introduction, and conclusion ○ Documents delivered in 1 language only • Remote Knowledge Transfer — 1 session • Post-Go-Live Documents — Any additional documents to be created by the customer after go-live
1: HCM	Core HCM + Foundation	Data Conversion	→ Active Employees or Contingent Workers Including Current Personal Data, Current Contact Data, and Current Job Record. → Includes Loading of Employee Photos. Customer will be responsible for photo file preparation. → Attachment of Third Party Documents out of Scope → Transactional History excluded. History requirements met by the enablement for customer load of previous system history using EIB templates (using Workday's Maintain Worker History from Previous System functionality). → Terminated employees who received payment in the last 12 months (using Worker Object) → Compensation – Current Compensation Data and Compensation effective as of Benefits effective date
1: HCM	Core HCM + Foundation	Foundation Features	→ Payment Elections & Associated Rules → Pre-Packaged Business Processes (non-modifiable) → Standard Notification Templates (non-modifiable) → Delivered Notifications (non-modifiable) → Workday Home page with 4 standard cards

1: HCM	Core HCM + Foundation	Jobs and Positions	→ Job Catalog (Job Family Groups, Job Families, Job Profiles) → Position Management Staffing Model → Management Types & Management Level Hierarchy
1: HCM	Core HCM + Foundation	Onboarding	1 Onboarding Plan with up to 3 stages, represented within the Onboarding timeline view. Included within the Onboarding Plan: → 1 Onboarding Announcement → 1 Onboarding message → Up to 3 overview cards → 1 Onboarding Plan notification → Up to 3 audiences and condition rules → Up to 5 static documents for Hire/ Onboarding Review in total → External Pre-Onboarding (Talent Acquisition scope required) → I-9 Functionality
1: HCM	Core HCM + Foundation	Organizations	→ Organizational Management → Staffing Management → Up To 5 Companies and Company Hierarchies → Supervisory Organization and Hierarchy → Cost Centers and Cost Center Hierarchy → Locations and Location Hierarchy → Pay Groups → Region & Region Hierarchy → If there is a requirement to track Time, Expense, or any Financial Transactions to Projects, these will be tracked to the Project Level only. Breaking Projects Down into Plans, Phases and Tasks is excluded.
1: HCM	Core HCM + Foundation	Reporting	→ Standard Dashboards & Analytics → 500+ Delivered Reports → No Custom Reports in scope. Knowledge Transfer will be provided for Delivered Reports
1: HCM	Core HCM + Foundation	Security	→ Multi-Factor Authentication → Delivered User and Role Based Security Groups → Manager roles for all organizations, Workday-delivered role assignments for top level organizations
1: HCM	Core HCM + Foundation	Setup	→ English Language Support → Global Address Localization → Mobile

			→ Currencies → Event Categories and Reasons → Employee Self-Service Enablement → Manager Self-Service Enablement → Headquarters (HQ) Country Operations Only → Tenant Branding → Non HQ-country workers are included but localizations to support any specific non HQ-country requirements are not included. → Tenant wide language translations are excluded
1: HCM	Core HCM + Foundation	Setup: AI	→ AI: Workday Assistant → AI: Manager Insights Hub → AI: HR Partner Hub → AI: Enhanced search insights → AI: Task prediction → AI: Skills Cloud → AI: Job description generation on job profile → AI: Compensation process checks and recommendations
1: HCM	Core HCM + Foundation	Worker Data	→ Contingent Worker Types → Personal Information → Contact Information → Employee Types → Primary Position and Job Profile Assignment (excludes multiple positions)
1: HCM	Core HCM + Foundation	Worker Profile	→ Worker Profile → Employee Photos → Shifts
1: HCM	Core HCM + Foundation	Modifiable Business Processes	Minimal updates from the delivered business processes, which excludes custom notifications and condition rules: → Hire → Change Job → Request Comp Change → Termination → Photo Change → Change Emergency Contacts → Onboarding → Request One-Time Payment
1: HCM	Core HCM + Foundation		→ 1 Period Salary Plan → Compensation Package

			→ 1 document template to capture Wage Theft Notice. Document variations including: -Simple letter header including logo and footer – Up to 2 conditional paragraphs (may include introduction, employee information, company information, rates of pay, allowances, payday, worker’s compensation insurance information, conclusion) – Documents delivered in 1 language only -1 remote knowledge transfer session. Any additional documents to be created by the customer post go-live → Compensation Grades including up to 500 Grade Profiles → Up to 2 Salary Plans → Up to 50 total One Time Payment or Allowance Plans not including Reimbursable Allowance Plans unless Expenses are in scope → Worker Profile: Total Rewards Statement without Payroll results → Delivered Compensation Basis → Basic Compensation Management → Up to 2 Hourly Plans → 1 Shell Commission Plan
1: HCM	Benefits	Affordable Care Act	→ Core ACA Functionality: Up to 2 ACA Measurement Periods and Eligibility (Current Year and Upcoming year) → ACA Worker Hours and Wages load
		COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
		Data Conversion	→ Current Benefit Elections → Dependents & Beneficiaries → Benefit Annual Rates → Medical History for Current Year for ACA Reporting (Medical History loading for January 1 go-lives is not applicable)
		Enrollment	→ Benefits for Headquartered (HQ) Country Operations Only → Enrollment Instructions → Up to 30 Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)

			→ 1 Enrollment Event Rule → Up to 6 Cross Plan Enrollment Rules → Up to 3 Plan Year Definitions (current year, subsequent year, ongoing plans) → Up to 3 Passive Event Rules → Open Enrollment (business process and event configuration support only)
		Evidence of Insurability	→ Manage Evidence of Insurability
		Modifiable Business Processes	Minimal updates from the delivered business processes, which excludes custom notifications and condition rules: → Change Benefits for Life Event → Change Benefits → Dependent Event
		Plans	→ Administer Benefits for most commonly offered plan types, including Healthcare (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts (maximum of 3 tiered employer contribution with no automated proration), Retirement Savings, and additional Benefits Plans (Pet Insurance, Commuter, EAP) → Up to 30 Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components). Eligibility rules based on payroll hours/time worked and break in service calculations are excluded.
		Setup	→ Up to 2 Benefit Groups (including Eligibility Rules) → Excludes Tracking of Service Benefits → Benefit Defaults
		Retiree Benefits	→ Up to 1 Retiree Organization → Up to 1 Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
		Setup	→ Benefit defaults → 12 month measurement period

			→ Plan year definition - 1 for program year, 1 for ongoing → Benefits configured for 1 Country → Up to 15 Benefit Groups
2: PATTS	Absence	Data Conversion	→ Time off Balance Loading: Included, specifically remaining Annual Leave balance as of the Go-Live month from the legacy system. Customer is responsible for any frequency changes or altered values that differ between legacy system and Workday. → ERPA will load Active Leaves for the Previous 12 Months: Included for workers actively on leave at Go-Live, to ensure accurate worker status for headcount reporting and downstream systems. → Customer is responsible for providing workers actively on Leave as of go-live.
		Holiday Calendars	Up to 1 Holiday Calendar (USA)
		Leave of Absence Types	Up to 7 standard leave types: e.g. (FMLA, Long-Term Disability, Military Service, Personal Leave, Short-Term Disability, Workers' Compensation, etc.). → Standard validations and eligibility logic are included. → Custom requirements are out of scope.
		Sick Leave Time off Plans	Up to 1 regulatory USA State Paid Sick Leave Time Off Plan and State specific accrual configuration as needed. - January to December balance year period - Balance limit variable by state - No negative balance allowed
		Time off Plans	→ Up to 3 custom Time off Plans (Vacation, Sabbatical, etc.). Maximum of 2 accruals per plan. → Balance transfers between plans OUT OF SCOPE.
		Work Schedules	→ Up to 10 Work Schedule Calendars → Up to 10 Work Schedule Rules
	Payroll for United States	Audit Report Configuration	Delivered configuration with up to 5 minor modifications

		Banking	→ Payment Election Rules → Up to 2 Bank Accounts → Up to 2 Routing Rules → Default Check Layout
		Checks and Payslips	→ Default Check and Payslip Layouts → Excludes BIRT
		Command Center	→ Pay Cycle Command Center → Dashboard/Hub is included
		Costing Allocations	Simple Worker Costing Allocations - Single Dimension
		Data Conversion	→ Payroll YTD for go-live year → Worker Tax Elections → Withholding Orders Excluded (Manual Data Entry Required) → Worker Payment Elections → Costing Allocations Excluded (Manual Data Entry Required)
		General Ledger	→ Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years → Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules to support a single General Ledger
		Pay Components	→ Up to 100 Pay Components (Earnings and Deductions) → Net Pay Validation and Arrears → Pay Accumulations → Pay Balances → Pay Component Groups → Tax Authority Exceptions
		Payroll Processing	→ Up to 3 Pay Groups → Up to 2 Pay Frequencies → Up to 2 Run Categories → Off-Cycle Payments → Retro Processing

			→ Audit Report Configuration → Payroll Command Center → Payroll Involuntary Withholding Orders are manual entry by the Customer
		Period Schedules	→ Period Schedules for Payroll → FLSA Work Period Calendar Rules
		Setup: AI	→ AI: Assistant on Payslip → AI: Prompt Reconciliation → AI: Payroll Anomaly Detection with Predictive Insights and Confidence Scoring → AI Requires ML Opt-in
		Tax Reporting	→ Companies → Company Federal, State Payroll Tax Configuration → Company Local Payroll Tax Configuration → W-2 Configuration → Payroll Reporting Codes
		Multiple Jobs	Multiple Jobs if configured in HCM
	Time Tracking	Alerts and Validations	→ 10 delivered validations and alerts → Up to 3 custom Alerts → Up to 5 custom Validations
		Data Conversion	→ Go-live Period Time will be loaded → Templates will be provided to customer (if necessary)
		Reporting	→ Time and Absence Dashboard → Edit and Approve Time Task
		Schedules and Calendars	→ Up to 1 Holiday Calendar to define a Holiday schedule (Absence Management scope will override) → Up to 10 Work Schedule Calendars
		Security	Up to 2 Security Groups to Support Employee Self Service and Manager Self Service
		Setup: AI	→ AI: Time Anomaly Detection with Predictive Insights and Confidence Scoring (Requires ML Opt-in)

			→ AI: Intelligent Prompt Recommendations for Time Tracking
		Time Calculations	→ Up to 5 Time Calculations. Listed below are included examples of standard time calculations: → US time calculations: - USA California Minimum Rest Calculation - USA California Missed Meal Penalty - USA Holiday Must Work Day After Holiday - USA Holiday Must Work Day Before And Day After Holiday - USA Holiday Must Work Day Before Holiday - USA Nevada Daily Overtime Hours GT 8
		Time Calculation Groups	→ Up to 2 Time Calculation Groups → Listed below are examples of USA common time calculation groups: - USA Alaska State Nonexempt - USA California State Nonexempt - USA Colorado State Nonexempt - USA Country Nonexempt - USA Kentucky State Nonexempt - USA Nevada State Nonexempt - USA Puerto Rico Territory Nonexempt - USA New York State Nonexempt (NYC)
		Time Entry	→ Up to 2 Time Entry Templates to control a worker's timesheet view → Up to 1 additional Time Entry Template if Workday Projects is in scope → Up to 5 Time Entry Codes to support different types of time that can be entered. Listed below are the standard time entry codes: - Worked Time (In/Out) - Hours Worked (Hours Only)
3: FIN	Accounting for Finance	Configuration	→ One ledger and one book (ledger to track actuals only) → Balancing by Company / Legal Entity plus 1 additional worktag → Single Primary Chart of Accounts Only → Single Primary Fiscal Schedule For All Companies → Multi-Book Accounting (GAAP and non-GAAP) → Consolidations → Intercompany Processes → Up to 5 Allocation Definitions → Up to 5 Statistics Definitions

		Delivered Business Processes	Delivered Workday business processes enabled as part of the baseline deployment. Delivered business processes are not materially modified. → Accounting Adjustment Event → Accounting Journal Unpost Event → Accounting Journal Event
		Data Conversion	ERPA will collaborate with the customer on legacy data conversion into Workday. This collaboration will consist of ERPA configuring the applicable EIB spreadsheet templates, providing knowledge transfer on how to populate these templates with a sample of the customer's data, and providing guidance on correcting validation errors and loading data into Workday tenants. → Opening balances journals
		Operational Countries	→ Operations in following countries: United States
		Reporting	→ Prescribed Income Statement → Prescribed Balance Sheet
		Commitment Accounting	→ Commitment Accounting → Commitment / Obligation ledgers
	Accounts Payable	Configuration	→ 1099 Configuration → 1099 Electronic File Generation → Delivered custom validations
		Delivered Business Processes	→ Supplier Change Event → Recurring Supplier Invoice Event → Supplier Event → 1099 Adjustment Event → 1099 Filing Event → Prepaid Spend Amortization Schedule Event → Prepaid Spend Amortization Event → Remit To Supplier Connection Event

		Modifiable Business Processes	→ Supplier Invoice Event → Supplier Event
		Data Conversion	ERPA will collaborate with the customer on legacy data conversion into Workday. This collaboration will consist of ERPA configuring the applicable EIB spreadsheet templates, providing knowledge transfer on how to populate these templates with a sample of the customer's data, and providing guidance on correcting validation errors and loading data into Workday tenants. → Open Accounts Payable items in Transaction currency → Up to 500 Suppliers and Supplier Connections for those suppliers with Open Payable Items as well as suppliers with activity within 12 months prior to go live → Current year to date 1099 balances
		Operational Countries	→ Operational Transactions in the United States only
		Transaction Tax	Manual selection only on transactions for configuration Tax Authorities (up to 5), Rates (up to 5), Codes (up to 5) and Applicabilities (up to 2).
	Accounts Receivable	Configuration	→ Intercompany invoices → Customer Invoice Maintenance → Receivable Write Off → Receivable Aging → Collections and Dispute Activities → Customer Payment Processing - Manual processing of customer deposits and remittance information → Delivered Auto-Apply Payment Rules → Up to 5 Revenue Recognition Schedule Templates → Deferred Revenue Recognition → Emailing of customer invoices, customer statements, and dunning letters from Workday SMTP
		Forms, Documents & Layouts	→ Customer Invoice (Standard layout) → Customer Statement (Standard Layout)

			→ Dunning Letters (Standard layout)
		Operational Countries	→ Operational Transactions in the United States only
		Data Conversion	ERPA will collaborate with the customer on legacy data conversion into Workday. This collaboration will consist of ERPA configuring the applicable EIB spreadsheet templates, providing knowledge transfer on how to populate these templates with a sample of the customer's data, and providing guidance on correcting validation errors and loading data into Workday tenants. → Open Account Receivables Items excluding on account balances, in Transaction Currency → Customers With Activity Within 6 Months Prior to Go Live
		Delivered Business Processes	→ Bad Debt Write-off Event → Customer Event → Customer Deposit Event → Customer Overpayment Event → Customer Refund Event → Customer Refund Document Event → Customer Statement Event → Customer Banking Change Event → Customer Credit Change Event → Customer Invoice Email Event → Customer Invoice Intercompany Event → Customer Invoice Maintenance Event → Customer Payment Application Event → Customer Payment Change Event → Customer Summary Change Event → Dunning Letter Email Event
		Modifiable Business Processes	→ Customer Invoice Event

	Asset Management	Transaction Tax	Manual selection only on transactions for configuration Tax Authorities (up to 5), Rates (up to 5), Codes (up to 5) and Applicabilities (up to 2).
		Configuration	→ Asset Accounting for non-leased assets → Asset Depreciation for GAAP book only → Additional asset books (Federal, State) that are not accounting related → Asset Book Rules → Asset Adjustments → Assets registration not related to operational transactions → Add "Bonus depreciation (if Federal book is utilized) → Pooled Assets
		Delivered Business Processes	→ Asset Disposal Event → Asset Adjustment Event → Asset Assign Accounting Event → Asset Cost Adjustment Event → Asset Impairment Event → Asset Reclassification Event → Asset Registration Event → Asset Removal Event → Asset Useful Life Update Event → Asset Adjust In Service Date Event → Asset Disposal Event → Asset Intercompany Transfer In Event → Asset Intercompany Transfer Out Event → Asset Issue Event → Asset Registration Event → Asset Reinstatement Event → Asset Removal Event → Asset Transfer Event → Source from Storage Event
		Operational Countries	→ Operational Transactions in the United States only

		Data Conversion	ERPA will collaborate with the customer on legacy data conversion into Workday. This collaboration will consist of ERPA configuring the applicable EIB spreadsheet templates, providing knowledge transfer on how to populate these templates with a sample of the customer's data, and providing guidance on correcting validation errors and loading data into Workday tenants. → Active Capitalized Assets (Reconciled to Balance Sheet) → Non-primary asset loading
		Asset Accounting	→ Asset Accounting → Asset Sharing → Asset Depreciation for primary accounting book only → Asset Book Rules → Asset Adjustments → Non WIP related assets only unless Capital Projects is in Scope → Multi Book Asset Accounting with 2 Company Asset Books
	Cash Management	Configuration	→ Bank Reconciliation → Delivered Bank Reconciliation Matching Rules and First Notice Rules only → Bank Account Management → 3 Financial Institutions → Up to 10 Bank Accounts across all companies
		Data Conversion	ERPA will collaborate with the customer on legacy data conversion into Workday. This collaboration will consist of ERPA configuring the applicable EIB spreadsheet templates, providing knowledge transfer on how to populate these templates with a sample of the customer's data, and providing guidance on correcting validation errors and loading data into Workday tenants. → Beginning Balances and Unreconciled Open Items for up to 10 bank accounts → Unreconciled Open items

			→ Up to 5 bank accounts with cash balances that will require cash conversion at Go-Live
		Delivered Business Processes	→ Ad Hoc Bank Transaction Event → Ad Hoc Bank Transaction Intercompany Event → Ad Hoc Bank Transaction Template Event → Ad Hoc Payment Event → Ad Hoc Payment Intercompany Event → Ad Hoc Payment Template Event → Bank Account Event → Bank Account Transfer Event → Bank Account Transfer for Settlement Event → Bank Account Transfer for Settlement Intercompany Event → Bank Account Transfer for Settlement Template Event → Bank Account Transfer Intercompany Event → Bank Account Transfer Template Event → Bank Statement Event → Escheatment Item Event → Payment Release Event → Payment Return Event → Payment Return Statement Event → Print Checks Task → Remittance Issue Event → Remittance Release Event → Review Bank Statement Line
		Modifiable Business Processes	→ Settlement Run Event
		Forms, Documents & Layouts	→ Up to 3 Preprinted or Blank check stock (printer not provided)
	Financials Users	Data Conversion	No Transactional History

		Included Features	→ Orgs (Supervisory, CC, Company, Region, Location) and Associated Hierarchies → Position Management Staffing Model → Delivered Security Groups, Roles → Manager & Employee Self-Service → Generic Worker Type
		Included, but not Modifiable BPs	→ Hire Employee → Create & Edit Position
	Foundation Data Model	Review & Design	→ Review reporting requirements, chart of accounts, and future state data model and reporting desires. → Review and education of cross functional Workday Organizations such as companies, cost centers, locations, business units, regions, and custom organizations. → Review, education, and design of financial elements such as ledger accounts, spend categories, revenue categories, etc.
	Grants Management	Configuration	→ Award Contracts and required attributes → Award Schedules → Award Plan Structure and Award Budgets → Award Spending Restrictions → Award Budgeting (including): Budget Checking - Awards, Budget Approvals & Amendments - Awards → 1 F&A Rate Agreement → Calculate F&A Costs → Award Sponsor Billing by one of the following methods: Cost Reimbursable only or Fixed Cost → Sponsor Payment Processing
		Data Conversion	→ Grants/Grant Hierarchies, Roles Assignments, Default Worktags → Sponsors associated to Active Awards → Award Contracts active at Go Live → Award Life to Date Expenses and Billed Balances via simulated billing through Accounts Receivable for Active Awards at Go Live

			→ Award Budgets for Active Awards at Go Live
		Delivered Business Processes	→ Award Budget Hub Event → Award Correction Event → Award Proposal Event → Award Task Event → Eligible Investigator Event → Grant Draw Details Event → Letter of Credit Draw Down Event → Reprocess Award Costs Event → Summary Reimbursable Calculation Event
		Modifiable Business Processes	→ Award Event → Award Amendment
	Procurement	Configuration	→ Procure-to-Pay Process Configuration, including: Requisitions, Sourcing Requisitions to Purchase Orders, Change Orders, Receipts and 3-way matching → Generic Purchase Items (up to 500) → Suppliers → Matching Override → Supplier Retention → Delivered Supplier Invoice Matching Rules → Supplier Contracts (excluding Lease Contract types)
		Data Conversion	→ 60 Open Supplier contracts → 60 Open Approved Purchase Orders → Receipt for Open Approved Purchases Orders
		Operational Countries	→ Operational Transactions in the United States only
		Forms, Documents & Layouts	→ Purchase Order (Standard Layout) - English Language Only
		Delivered Business Processes	→ Change Order Event → Purchase Order Event → Purchase Order Issue Event

			→ Purchase Order XML Issue Event → Receipt → Receipt Accrual Event → Receipt Adjustment → Requisition Event → Requisition Sourcing Event → Return to Supplier Event → Supplier Accounts Match Event → Supplier Accounts Match Exception Override Event → Supplier Contract Amendment Event → Supplier Contract Event → Supplier Contract Invoice Schedule Event → Supplier Contract Purchase Order Schedule Event
		Transaction Tax	Manual only on transactions for configuration Tax Authorities (up to 5), Rates (up to 5), Codes (up to 5) and Applicabilities (up to 2).
	Projects	Configuration	→ Internal Projects or Capital Projects (if Asset Management is in scope) configuration → Transactions tagged to Projects (not tasks) → Up to 5 Project Templates → Up to 4 Levels of Project Hierarchy Design → Up to 5 Custom Validations → Up to 10 Standard Cost Rate Rules → Up to 5 Resource Plan Templates → Up to 20 Project Roles
		Data Conversion	→ Up to 250 Active Projects → Up to 50 Resource Plans → WIP conversion for up to 250 active capital projects
		Delivered Business Processes	→ Ad Hoc Project Transaction Event → Create Project → Create Project Hierarchy → Edit Project → Project Resource Plan Line

			→ Verify Capital Project Expense → Verify Project Labor Cost Summarization
		Project Budgeting	Project Budgeting including: Budget Checking - Project, Budget Approvals and Amendments - Project
	Revenue Management	Configuration	→ Contract Billing (Goods and services and usage-based contracts only) → Billing and Revenue Schedule Templates → Revenue Recognition (Fixed fee and usage only) → Primary Customer Contract Setup only to define billing and revenue recognition (no alternate contracts) → Usage Based Billing (Non-MEA Contracts)
		Data Conversion	No Conversion of Customer Contracts
		Transaction Tax	Manual selection only on transactions for configuration Tax Authorities (up to 5), Rates (up to 5), Codes (up to 5) and Applicabilities (up to 2)

1.04 INTEGRATIONS AND REPORTS SCOPE

During the Architect and Configuration stage, ERPA will collaborate with the Customer to review and refine the list of integrations, prioritize, and identify integrations to be developed by ERPA. The table below depicts an assumptive list of the templated integrations to be developed by ERPA for this scope of work. A templated integration refers to using pre-built, standardized blueprints to build system connections. Additional integrations beyond this number based on this discovery may be developed by Customer or added to ERPA's scope of integrations to develop via a change order.

Integration Scope
Active Directory
SSO Authentication
Bank ACH
Bank Positive Pay
Bank BAI2
CivicPlus - Receipt/GL

CivicRec - Receipt/GL
ShelterLuv - Receipt/GL
Citytech
Electronic 1099 Filing
E-Verify
NeoGov
CCB - Medical, Dental, Vision, Retirement/CalPERS
HSA, FSA, Cobra
Payroll Tax Filing

1.05 EXCLUSIONS

Customer may choose to implement any project component (if subscribed) that is not listed as in scope at their discretion following the initial Workday deployment project phase.

Attachment 2: Project Approach

2.01 OVERALL ERPA DEPLOYMENT ACTIVITIES

ERPA shall perform the following Services as part of the deployment process:

- a. Scope review and Customer orientation to Workday deployment process;
- b. Initial configuration assembly;
- c. Load Customer data into Workday testing, gold, and PROD tenants, per the functional scope tables.
- d. Provide relevant knowledge transfer;
- e. Support Customer testing efforts (Customer is responsible for all testing, including test scenario development);
- f. Final readiness check; and

Hypercare Services:

- a. Hypercare includes up to 45 calendar days of Post-Production support (the Move-To-Production support window) commencing with the project's Move-To-Production date. 30 hours of stabilization is included for Customer specific configuration related changes during the 45 calendar days after Move-To-Production date, after which date any remaining stabilization hours expire.
- b. Hypercare introduction would initiate 6-8 weeks prior to Move-To-Production date.

The Customer shall perform the following activities as part of the deployment process:

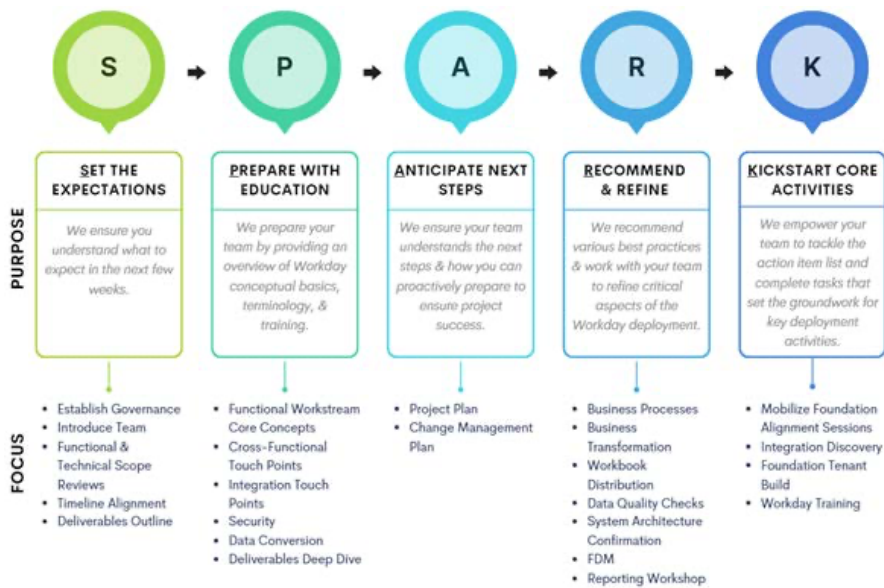
- a. Review scope;
- b. Attend training, workshops and meetings as required;
- c. Collect, clean and validate all Customer data;
- d. Test system, identify problems and aid in issue resolution;
- e. Train all managers and employees for self-service functionality;
- f. Be responsible for all internal change management; and
- g. Move-To-Production sign off.

2.02 ERPA SPARK

SPARK Readiness. Simply put, SPARK is a proactive set of pre-planning activities and groundwork centered around achieving four (4) key outcomes:



1. **Project alignment** across all parties by setting expectations upfront for key project aspects such as scope, timeline, and deliverables. Our experience has proven that when project team members are briefed and aligned on the key details of the project upfront, change acceptance is high and project plan activities are completed without issue.
2. **Mitigating downstream risk** by communicating, collaborating, and discussing critical considerations like cross-functional impacts, integration touchpoints, data conversion, and more. When risks are identified early in a project, they can be mitigated and even eliminated prior to interfering with the defined project plan.
3. **Gaining confidence** through demonstrated transparency, expertise, communication, and commitment to a successful Workday deployment. Confidence will not only be gained by customer about ERPA through the SPARK process, but confidence will be abundant in the journey ahead. Even for institutions like customer who are already users of Workday, a Workday implementation may present uncertainty and unease about the changes ahead. By participating in the activities contained within SPARK, participants will confidently embrace the next steps and feel empowered in their decision-making.



2.03 DETAILED DEPLOYMENT ACTIVITIES

The following chart depicts the major processes and activities for the Launch deployment effort.

	STEP	Customer Activity	ERPA Activity
1	Project Planning		
	Customer Scope Review Meeting	Customer project manager and Customer stakeholders confirm project scope.	ERPA engagement manager reviews Project Scope and highlights work required to complete deliverables.
	Customer Training Plan	Customer compiles training plan based on available credits. Customer stakeholders participate in training sessions detailed in the Training Packages and Training paths.	ERPA engagement manager will review Training Tiers, Timeline, Paths, and Free Training Resources and assist customer with their compilation of the training plan.
	Communication Plan	Customer project manager documents audience, method, communication channels, key messages and approach to Customer communications.	ERPA engagement manager will review communications plan.
	Project Plan	Customer project manager provides input and confirms the project plan.	ERPA engagement manager will provide a project plan. Upon finalization, ERPA will maintain the plan.
	Change Management Plan		ERPA Change Lead provides plan that defines the change management

		Customer Change lead and project manager will review the change management plan.	strategy and approval methods for the following: ° Strategy Change ° Process Change ° Scope Change ° Customer roles and responsibilities in context of Workday solution
	Issue Management Plan	Customer project manager will review Issues log and participate in weekly meetings.	ERPA engagement manager will provide issue tracking templates and process. ERPA recommends weekly PMO meetings and will provide meeting summaries and progress reports.
2	Project Kick-Off		
	Project Kick-Off	Customer stakeholders participate in project kick off.	ERPA engagement manager will conduct project kick off.
	Functional Core Concept Reviews	Customer project manager and Customer stakeholders participate in Functional Core Concept Review sessions to validate business processes and confirm configuration direction and complete necessary workbooks.	ERPA engagement manager and ERPA specialists lead Functional Core Concept Review sessions and gather final configuration requirements.
	Data Conversion Workshop	Customer stakeholders participate in Data Conversion Workshop and provide source data, field mapping documentation, and legacy system context required for conversion planning.	ERPA specialists lead Data Conversion Workshop to establish conversion strategy, data mapping, and quality validation approach.
	Integration Discovery	Customer stakeholders participate in Integration Discovery sessions and provide source/target system details, field mapping, and integration requirements.	ERPA specialists lead Integration Discovery to document integration requirements, confirm scope, and establish build approach for all integrations in scope.
3	Services Work		
	Build Gold Tenant	NA	ERPA specialists build and configure the Gold Tenant according to workbooks established during Core Concept Reviews. The Gold Tenant serves as the single production-ready tenant throughout the engagement.
	Data Conversion and Smoke Testing	Customer stakeholders provide source data files and validate converted data against expected results during smoke testing sessions.	ERPA specialists execute initial data conversion loads and conduct smoke testing to validate data integrity and configuration accuracy.
	Build and Unit Test Integrations	Customer stakeholders support ERPA effort and will provide any Company	ERPA specialists complete build and unit test of all integration elements specified in integration scope.

		specific information required for integration build and testing.	
	Test Preparation	Customer stakeholders participate in test preparation activities, including review and creation of additional of test scenarios and confirmation of data readiness for End-to-End testing.	ERPA engagement manager and ERPA specialists lead test preparation, provide starting point Workday-standard End-to-End test scenarios, and confirm tenant readiness for testing.
	Worker Data Catchup	Customer stakeholders provide updated worker data files and validate catchup load results. Data catchup is hand keyed depending on volumes.	ERPA specialists execute Worker Data Catchup load (if volumes permit) to ensure the tenant reflects current employee population prior to End-to-End testing.
4	Management Checkpoint		
	Gold Tenant Configuration Review	NA	Review the tenant to determine whether the defined scope and configuration tasks were completed properly and the tenant is ready for End-to-End testing.
	Training Plan Review	Customer change and training resources leads a review of the training plan. Customer stakeholders participate in the review.	ERPA engagement manager participates in a review of the training plan.
	Test Plan Review	Customer stakeholders participate in a review of the test plan.	ERPA engagement manager will review the Customer-owned test plan.
	Final Production Scope	Customer engagement manager agrees to final production scope and executes necessary change orders.	ERPA engagement manager agrees to final production scope and executes any necessary change orders.
5	Test & Deploy		
	Guided End-to-End Lifecycle Workshop	Customer engagement manager and Customer functional leads participate in ERPA-led Guided End-to-End Lifecycle Workshop sessions, executing business process scenarios within the Gold Tenant.	ERPA engagement manager and ERPA specialists lead Guided End-to-End Lifecycle Workshop sessions, walking Customer stakeholders through end-to-end business process scenarios to validate configuration and prepare the team for independent End-to-End testing.
	End-to-End Test	Customer conducts End-to-End Test of business transactions and integrations within the tenant per the test plan. Customer stakeholders write and execute all test cases using Workday-standard scenarios provided by ERPA.	ERPA supports End-to-End Test and resolves configuration defects identified during testing.
	User Readiness Review	Customer trains end users with developed training materials and ensures end users have a thorough understanding of Workday prior to go-live.	ERPA engagement manager confirms Customer conducts User Readiness Review.

	Parallel Testing Preparation, if Payroll in Scope	Customer stakeholders prepare parallel testing data and confirm payroll processing approach for parallel run.	ERPA specialists support Parallel Testing Preparation, including confirmation of payroll configuration and data readiness.
	Parallel Testing, if Payroll in Scope	Customer conducts Parallel Testing by processing a parallel payroll run and reconciling results against legacy system output.	ERPA supports Parallel Testing and assists with reconciliation of parallel payroll results.
6	Management Checkpoint		
	Test Stage Sign-Off	Customer project manager will signoff that the configuration is complete in the context of pre-configuration, scope, and any change orders with the "Cutover Checklist".	ERPA engagement manager will acknowledge system signoff and prepare for go-live.
7	Deploy		
	End User Training	Customer executes the end user training strategy per the plan prior to go-live.	ERPA engagement manager and ERPA specialists confirm Customer trains end users.
	Worker Data Load & Catchup	Customer stakeholders provide final worker data files and validate data load results prior to go-live.	ERPA specialists execute final Worker Data Load and Catchup into the Gold Tenant to ensure the production environment reflects the current employee population at go-live.
	Go-Live	Customer approves and signs off that the Workday solution is ready for go-live.	ERPA engagement manager confirms go-live readiness and supports the Customer through the go-live event.
	Post Production Data Conversion	Customer stakeholders provide remaining legacy data files and validate post-production conversion loads.	ERPA specialists execute Post Production Data Conversion to load any remaining historical or legacy data into the production Workday tenant following go-live.
8	Post-Production Support		
	Post-Production Support	NA	This support will encompass all functionality that was deployed by ERPA during the project. ERPA will support all functional areas for 45 days from the move to Production date. Integrations will be supported for one successful production run of integrations or 30 days from go-live, whichever comes first. After the post go-live support period, Customer will address defects with their on-going production support organization (e.g. in-house, ERPA applications management, etc.).

Transition/Support Orientation	Customer primary contact receives orientation in ERPA support processes.	ERPA will provide orientation in Workday Production Support.
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2.04 COMMUNICATION AND ISSUE ESCALATION

Regular communications are planned to ensure that constraining issues do not arise. Customer engagement manager is the primary escalation point for all Customer employees and issues. If necessary, Customer issues will be escalated to Customer's project sponsor for prompt resolution by obtaining direction from the appropriate people within Customer's organization. The ERPA engagement manager is the escalation point for all ERPA employees and issues. If necessary, ERPA issues will be escalated to the ERPA's Executive sponsor for prompt resolution.

The parties acknowledge that throughout the project there may be issues that require escalation. If this is the case, either Party may convene a meeting with the executive sponsors to resolve such issues and develop a mutually agreed solution. A Change Order may be initiated, as detailed below, if any part of the agreed solution impacts scope, effort, timeline, resource commitments, proposed services fees or expenses.

2.05 CUSTOMER SIGN OFFS

ERPA is devoted to assuring that tenant build is consistent within the parameters of the Customer Scope found in Attachment 1, which may be adjusted by a Change Order upon review of the Customer Data and Configuration Workbooks. To accomplish this, a number of "Sign Offs" will be established to maintain this consistency and will be jointly determined by the Customer and ERPA engagement managers.

2.06 CHANGE ORDER PROCESS

Either Customer or ERPA may request changes to the Services, Service Deliverables, and/or any other aspect of a SOW through a written change order ("Project Change Order") and provide justification for the change and the impact to the project's scope, schedule, and cost. Promptly thereafter Customer and ERPA shall discuss what impact the Project Change Order will have on the Services and Service Deliverables and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties as a result of the foregoing process shall be set forth in a change order signed by the parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW. Neither Customer nor ERPA is obligated to change the Services, Service Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the parties and ERPA shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing. If any of the following events occur while ERPA is engaged to provide the Services (each a "Change Order Event"), the parties will work to mutually agree upon a

Change Order to the applicable SOW to eliminate such adverse impact (the following list is not all-inclusive):

- (i) The scope, approach, or timing of the Services change.
- (ii) Delays are encountered that are beyond the reasonable control of ERPA, including delays caused by third party software and hardware vendors or their related products and/or services;
- (iii) An assumption set forth in the applicable SOW is invalid; or
- (iv) Customer fails to meet its obligations outlined in this Agreement or the applicable SOW.

ERPA shall notify Customer within thirty (30) days after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Customer and ERPA do not sign a Change Order within thirty (30) days of Customer's receipt of such notice, ERPA may:

- (i) The COR status will be logged, tracked, and managed as a 'deferred' request.
- (ii) Work will progress without incorporating the requested change into the work plan.
- (iii) Where an approval or rejection decision is necessary for the managed services engagement to progress, the change request decision will be escalated as a project issue.
- (iv) suspend or terminate the Services upon written notice to Customer.

Change Orders will only be binding when signed by authorized representatives of both Customer and ERPA. For CORs outside the stated project scope, the Customer approver will authorize budget allowance, on a time and materials basis, for ERPA to perform the initial analysis of a change request. ERPA shall coordinate any changes in hardware, network, software, configuration, or services with Customer. Customer may defer the change based on impact to business operations.

Attachment 3: Project Timeline

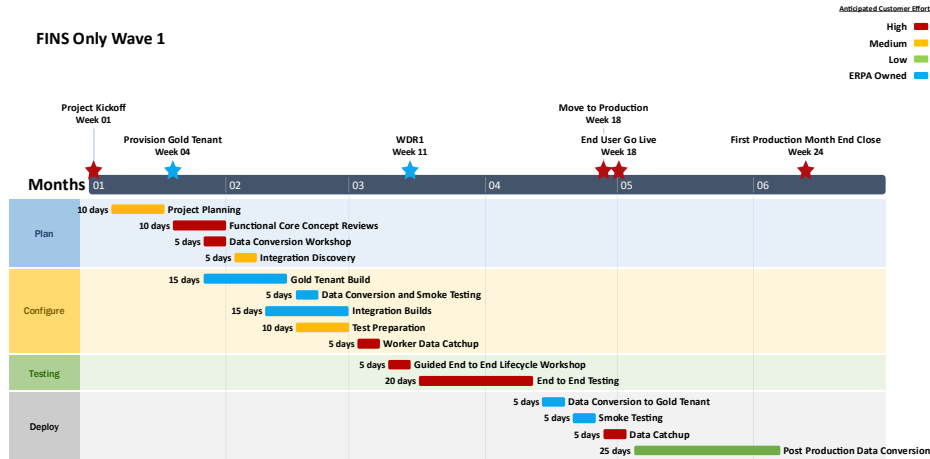
3.01 Anticipated Deployment Timeline

The proposed duration and completion date of each stage is listed below, based upon the execution date of this SOW and availability of resources and training. ERPA requires two (2) weeks from SOW signature date to align and engage resources.

3.02 Project Timeline

The following table highlights the proposed project timeline for this phased deployment:

STEP	PROJECT TIMELINE AND DURATION	ANTICIPATED WORKDAY MOVE-TO-PRODUCTION DATE	POST GO-LIVE SUPPORT END DATE
Phase 1	5 Months Plus Post Production Support	May 1, 2027	June 18, 2027



3.03 Hours of Operation

ERPA will provide services during Customer's normal business hours (Monday through Friday). ERPA observed Holidays below:

New Year's Day	Memorial Day	Juneteenth Day	Independence Day
Labor Day	Thanksgiving	Day After Thanksgiving	Christmas Day

3.04 Notes:

- All other Project Milestones will be found in the Project Plan. The project plan will be loaded into Smartsheet.
- Any change to dates will be acknowledged via email.
- Workbooks will be managed through SFTP using comments and version history.
- The Customer's Deployment Tenant will be tested and validated based on the data contained in the Workbooks provided.
- Issues – Issues are logged in the Issue Log.

If any Project Milestone date is not achieved by the associated milestone due date,

- All subsequent milestone due dates will be revised to a mutually agreed upon milestone due date to accommodate for the lapse time caused by the past due occurrence and
- The responsible party shall use all commercially reasonable efforts to do all that is required to meet the Critical Project Milestone as soon as possible after the original milestone due date.

If ERPA is the responsible party and the failure causes extra work to be performed by ERPA or any other delays, ERPA shall perform the duties herein at no charge to the Customer. If the Customer is the responsible party and the failure results in extra work to be performed by ERPA, a resulting change order will be submitted to the Customer that reflects the additional cost and effort.

Attachment 4: Project Roles and Responsibilities

4.01 Customer Roles and Responsibilities

Customer’s core responsibilities include: **a.** managing Customer-specific deployment components and resources; **b.** managing overall migration of Customer from its existing systems to Workday and the Services contemplated in the Agreement and educating Customer’s workforce; **c.** providing Customer Data, documentation, and information in a timely manner as reasonably requested by ERPA; **d.** responsible for vendor management and data validation as it relates to integrations; **e.** managing design, development, and testing of all Custom Customer-developed Integrations; **f.** analyzing, evaluating, testing, verifying, and making decisions on new processes and systems with respect to Workday. Responsibilities assigned to project sponsor, engagement manager, and other named positions below may be delegated to other Customer personnel at Customer’s discretion.

Customer will assume responsibility for the following roles and responsibilities:

ROLE	RESPONSIBILITIES
Customer Project Sponsor	Obtaining appropriate internal funding and approvals
	Resolving issues related to Customer’s responsibilities and within Customer’s control that are impeding the progress of the Services
	Providing overall direction to the Customer engagement manager
Customer Engagement Manager	Point of contact for overall deployment
	Obtain applicable participation of appropriate Customer resources
	Work closely with ERPA engagement manager
	Provide business and technical guidance with respect to Customer’s applicable business operations
	Facilitate Workday tenant review sessions
	Participate in project status sessions
	Timely resolution of any escalated issues that are Customer’s responsibility and within Customer’s control
	Communication with key stakeholders
	Provide/coordinate signoff on all deliverables
	Participate in all transition and wrap-up discussions

ROLE	RESPONSIBILITIES
	Jointly develop with ERPA a Workday cutover plan and assist ERPA with managing Workday cutover execution Close project from Customer's perspective Point of contact for overall deployment
Customer Functional Lead	Communicate functional and business process requirements with respect to Customer's applicable business operations Validate Customer data Identify, escalate and seek to resolve project issues that are Customer's responsibility and within Customer's control Participate in tenant review sessions Develop test scenarios and test cases for testing Plans, manages, and performs testing/reviewing all testing types, including unit testing of Customer-developed integrations, as applicable, configuration testing, End-to-End testing, user acceptance testing, and payroll parallel testing as well as approving all related issue resolutions
Customer Technical Team	Technical contact for ERPA technical interaction/coordination Oversight of interface/integration development and testing for internal Customer systems Performs unit testing, integration testing and issue resolution for Customer-developed integrations Technical issue investigation and resolution that are within Customer's responsibility and within Customer's control Participate in Workday cutover activities that are Customer's responsibility Coordinating all training activity for Customer personnel
Customer Change Management and Training Lead	Understand and communicate Customer's business objectives and requirements Develop internal training approach and additional training documentation not included in ERPA scope of deliverables Lead review of training plan

ROLE	RESPONSIBILITIES
Customer Administrator	Administer users, groups and approval rules with respect to Workday security Submit and track technical issues with respect to the implementation as relates to third party interface issues with Customer vendors Main contact with ongoing production support after deployment

4.02 Additional Customer Responsibilities

- The Customer is responsible for testing of the system. The ERPA team will support the testing process by providing Workday standard test scenarios, as a starting point, to facilitate the testing process and performing defect resolution. ERPA highly encourages the customer to add additional test scenarios that are specific to the customer's operations. The ERPA engagement manager will serve as the primary point for escalating and ensuring the ultimate resolution for any issues that arise during testing.
- In accordance with its internal policies, Customer will provide agreed upon workspace and network connections when services are performed onsite.
- Customer is responsible for the timely coordination of internal resources reasonably necessary to conduct required workshops; if Customer receives sufficient notice of such workshops, in advance.
- Customer will contract directly with Workday for all required Workday delivery assurance efforts. Henceforth, the costs of these efforts are not covered by this Statement of Work.
- Customer will actively participate in design workshops reasonably required for ERPA to obtain any functional design decisions and technical integration specifications necessary to configure the Workday Service; if Customer receives sufficient notice of such workshops, in advance.
- The Customer will provide assistance and support in the engagement of all third-party vendors, Customer IT staff, etc. to introduce ERPA as their Workday Services provider.

4.03 ERPA Roles and Responsibilities

The ERPA project team roles and responsibilities are set forth below. The extent of each ERPA team member's involvement will vary by task as defined in the project plan which will be formulated by the Parties subject to this SOW.

ERPA will assume responsibility for the following roles and responsibilities:

ROLE	RESPONSIBILITIES
ERPA Executive Sponsor	Provide ultimate responsibility for ERPA resources, implementation services, and overall project delivery
	Resolving issues related to ERPA responsibilities and within ERPA's control that are impeding the progress of the Project
	Providing overall direction to the ERPA engagement manager
ERPA Engagement Manager	Point of contact for overall deployment of Workday
	Cause ERPA resources to be available and properly assigned
	Manage timeline of the provision of the Services to timely completion
	Cause ERPA resources to participate with respect to ERPA obligations and responsibilities
	Identify and addresses resources needs
	Provide roles, responsibilities, and issue escalation path with respect to implementation issues, subject to Customer review and approval
	Identify and escalate, as appropriate, issues with respect to the Services
	Obtain Change Requests and Customer sign offs, as applicable
	Provide timely project communication and status updates as reasonably requested by Customer from time to time
	Provide documentation to ERPA support services upon conclusion of the provision of the Services
ERPA Functional Consultants	Distribute project wrap-up document upon conclusion of the provision of the Services
	Facilitate Foundation Alignment and Customer confirmation sessions
	Configure tenant
	Coordinate Workday system testing and manage issues resolution
	Support customer in all testing types including configuration testing, user End-to-End testing, user acceptance testing, and payroll parallel testing and supports customer in any related issue resolution

ROLE	RESPONSIBILITIES
	Provide an overview of ERPA specific Data and Configurations Workbooks with Customer as it relates to configuration, mapping, and data load into Workday
ERPA Integration Consultants	Assist with technical aspects of tenant configuration Design and develop ERPA-developed integrations Provide guidance for Customer-developed integrations Supports customer in performing testing and in any related issue resolution

Attachment 5: Project Assumptions

The fees and timeline for this Project are based, in part, on the Assumptions stated below. If any of these assumptions are not met, ERPA shall (I) promptly advise the Customer in writing; (II) use reasonable efforts to mitigate delays and additional costs or fees; and (III) be compensated for the additional necessary services rendered as a result of Customer's failure to meet the identified assumptions. Any additional services will be provided pursuant to a Change Order in accordance with the process detailed in Attachment 2.

5.01 GENERAL

- 1 | ERPA will access only Customer-specified environments.
- 2 | The ERPA team will perform work primarily in Sandbox and Implementation tenants and will only perform work in a Production environment at the written direction of Customer.
- 3 | If Customer delays either occur at the project start or any point during the project based on Customer or Customer third party circumstances, the Customer understands that ERPA's ability to staff the project and meet any agreed dates, including the target Move-To-Production date, could be at risk. ERPA will work with the customer to identify the impact(s) of any delays and will discuss all options before coming to a mutual agreement on next steps. ERPA reserves the right to charge the Customer for any committed hours, redeployment costs including revisiting and revising the project's costs and timetable as set out in this SOW. All revisions are subject to a Change Order Process as outlined in Attachment 2.
- 4 | If Customer cannot meet set completion dates for deliverables and/or Project Milestones, ERPA reserves the right to revisit and revise the project's proposed costs, impacted milestone or completion dates and approach to completing the project. All revisions are subject to a Change Order Process as outlined in Attachment 2.
- 5 | Post-production costs beyond what is described in Scope are not included in this SOW.
- 6 | Proposed fees are based upon the Customer extracting data from its legacy systems and ensuring all data provided to ERPA is clean, valid and duplicate values removed.
- 7 | Many project delays can be attributed to challenges in cleaning and converting Customer data. Customer must prioritize this Project activity as soon as is reasonably possible after Project commencement, in order to reduce any impact to the Project timeline. Customer must identify skilled data conversion resources and engage them on the project as soon as possible.
- 8 | Services identified herein are assumed to be primarily delivered remotely and ERPA will advise when onsite delivery is recommended for certain tasks.
- 9 | ERPA will not be performing a fit-gap or deep-dive analysis (design) of Customer's business requirements.
- 10 | Customer must provide all data in accordance with Workday standards as detailed in the Workday Deployment Data Formatting Guide.
- 11 | All subject matter experts, project influencers, and those responsible for sign-off on deliverables are clearly identified in the project kick off, including subject.
- 12 | Customer will have all subscriptions for in scope functionality including any necessary subscriptions for integrations.
- 13 | Customer will provide necessary documentation (i.e. application details, network topology or related diagrams, policies and procedures including test plans, etc.) to facilitate knowledge transfer
- 14 | Respond to ERPA requests, including user acceptance testing, in a timely manner to ensure services occur within the agreed upon timeline

- 15 | Customer will Make designated Customer staff available to assist ERPA and provide necessary access where required.
- 16 | Customer will Provide a Project Manager/Coordinator – facilitate the coordination between all vendors and Customer stakeholders to establish timelines, project plans and serve as primary point of contact

5.02 TEST AND PREPARE FOR PRODUCTION

- 1 | ERPA will provide knowledge transfer to Customer for the Workday system through several means, including but not limited to testing, detailed discussions and other reviews as identified by the project team.

5.03 Management

- 1 | Planned management sessions include:
 - a. Weekly Status – Typical duration is approximately 1 hour per week
 - b. Sponsor Sessions – 3 sessions with a typical duration of 30 minutes each

5.05 INTEGRATIONS

- 1 | Customer is responsible for executing integration testing with support from ERPA.
- 2 | ERPA will be responsible for extracting from Workday for outbound integrations, in the specified format. ERPA is not responsible for loading data into the target system unless specifically specified in the integration scope section.
- 3 | Customer will be responsible for providing data in an ERPA specified format for inbound integrations into Workday. ERPA is not responsible for extracting data from the source system unless specifically specified in the integration scope section.
- 4 | Workday Cloud Connect Integrations are only Cloud Connect integrations if the Workday integration templates are used with zero exceptions. Any deviation outside the Workday delivered template results in the integration becoming a custom integration. A change order must be executed for this which may result in increased hours. Note: Basic calculated fields nor field overrides are considered deviations from the template.
- 5 | Integration fees for this deployment are based on information that was provided during the sales phase. Integration fees are subject to change after the discovery and design work is completed. If there is a change to the scope or proposed fees, this will require a Change Order (Process outlined in Attachment 2).
- 6 | It is Customer's responsibility to clean inbound data (i.e., that the data is not duplicated and is valid) from third party systems.

- 7 | Customer agrees to manage communications with their respective providers during the development of the integrations. The ERPA integration resource will only configure the integration to specifications provided by the Customer. If there are additional costs, these will require a Change Order (Process outlined in Attachment 2).
- 8 | The Customer is responsible for managing the provider and ensuring that the provider completes their deliverables based on the agreed upon timeline. Delays due to lack of response or unexpected slower turnaround time by the provider may result in additional costs to the Customer.
- 9 | Any benefit integration not listed in the Workday Cloud Connect Integrations Catalog will be considered a custom integration. ERPA will make every effort to get an integration added to the Cloud Connect Integrations catalog to be implemented as part of the project if timelines permit.
- 10 | Customer will review and approve design requirements prior to ERPA designing any in scope custom integrations. Changing design requirements after final design approval has been received may impact integration delivery and proposed fees.
- 11 | Ownership of custom integrations is transferred to the Customer after deployment.
- 12 | Customer agrees to make reasonably available appropriate Customer technical and functional resources during the project timeline to assist with discovery, data mapping, data validation, testing, and UAT activities with each built integration; provided the Customer receives sufficient notice of such events, in advance.
- 13 | All integrations will be migrated up to a total of three times, once for end-to-end testing, parallel testing and production.
- 14 | Any integration not specifically mentioned in this Statement of Work is assumed to be out of scope. A change order can be executed to make any scope changes.
- 15 | Customer must provide integration specification to ERPA tech team within 5 days of project kickoff.
- 16 | An introductory email from ERPA describing the process and approach will be sent to the Customer providing the ERPA integration contract name. An integration kickoff meeting will be performed to confirm scope and high-level timeline expectations for success.
- 17 | Integration design documents will be pre-built with best practices of business rules and assumptions. Customer specific fields will be identified and completed by the Customer.
- 18 | Customer/vendor interaction will be limited to an initial requirements scoping/mapping session per integration.

5.07 REPORTING

- 1 | ERPA will enable Workday delivered security for all Workday delivered, standard reports related to the in-scope functionality.

- 2 | ERPA defines a custom report as “a Workday delivered report that needs to be modified or enhanced and that modification or enhancement replaces the Workday delivered report, or a report that requires building from scratch.”
- 3 | Reports are limited to then-available report data sources and custom report fields.
- 4 | If custom reports are included in project scope, ERPA will review the requirements and work with Customer to assist with the design and configuration of custom reports as identified during Architecture. If additional assistance is required from ERPA above the number of hours allocated in this SOW to build the reports, a Change Order would be created. ERPA will provide knowledge transfer to the Customer of any ERPA assigned custom developed reports to help prepare the Customer for any future reporting requirements. Customer will attend Workday report writer training prior to developing any custom reports.

5.08 SECURITY

- 1 | Customer will utilize the Workday security roles in the delivered Workday tenant, with no changes to existing security roles or creation of custom security roles until post-production and Customer may acquire additional Services to make such changes or make such changes themselves.

5.09 WORKDAY EXPENSES FUNCTIONALITY

- 1 | Payments will use an existing Banking Institution and Bank Account already established in Workday. Configuration does not include a banking integration for payment, unless otherwise stated as in scope.
- 2 | The following features of Workday Expenses are not in scope: Expense Item Segmented Security, Expense Credit Card Integration, Travel Journal, Travel Booking, Travel Profile, and Spend Authorizations & Cash Advances.
- 3 | Eligibility will only be available for employees in the Countries specified as in scope.
- 4 | VAT setup not in scope.

5.10 PLAN STAGE

- 1 | Each Party will assign an Engagement manager to manage such Party's roles and activities for this project.
- 2 | Customer will assign an Executive Sponsor to participate in Steering Committee meetings and be available to resolve issues impacting the success of the project.
- 3 | Customer will have knowledge of or provide documentation that reflects existing business processes.
- 4 | Customer will complete Workday training prior to beginning the Architect Stage.

- 5 | Any overall timeline changes including Critical Project Milestone will be incorporated into the revised project plan.

5.11 ARCHITECT STAGE

- 1 | ERPA will deploy a single set of Workday's delivered business processes definitions across the organization.
- 2 | Customer agrees to utilize Workday's delivered business processes across the enterprise with only limited changes to the listed modifiable business processes noted in scope set forth in Attachment 1: Project Scope until after post-production support has completed. Limited changes are defined only as removing process steps, adding approval or review steps (limited to 3 per modifiable business process), adding To Do steps (limited to 5 total), low complexity condition rules (defined as three or less lines of logic), or changing approvers or removing initiating security groups. Limited changes do not include creating rule-based business process definitions (alternate workflows), calculated fields, custom notifications, changing security (other than what is defined above), adding additional process action steps, or complex conditional rules necessary to meet Customer's unique requirements. Customer may acquire additional Services to make such changes or may make such changes themselves in post-production.
- 3 | ERPA to provide knowledge transfer associated with project functionality scope set forth in Attachment 1: Project Scope.
- 4 | ERPA will deploy all employee and manager self-service business processes related to the configuration scope depicted in this SOW.
- 5 | Customer will provide the necessary technical specifications for all ERPA configured or custom integrations defined in scope sections.
- 6 | ERPA will ensure that knowledge transfer of the Workday Service will occur during the configuration review workshop, detailed discussions and other reviews as identified by the project team.

5.12 CONFIGURE AND PROTOTYPE

- 1 | Prototype configuration activities will primarily be completed off site by the ERPA team members.
- 2 | Customer business analysts will complete configuration tests before confirming "go ahead" recommendation for moving into Test stage.
- 3 | All outstanding items from the build are documented as part of the issues log, which will be maintained through the completion of the project.
- 4 | The Test stage cannot be entered without the completion and approval of the Configuration Prototype Review and the Integration Design Review by Delivery Assurance.

- 5 | ERPA will provide Customer with Data Gathering Workbooks with appropriate descriptions for data conversion.
- 6 | Customer will ensure all data provided to ERPA is clean, valid and duplicate values have been removed.
- 7 | Customer will populate the supplied deployment Data Gathering Workbooks in the prescribed format.
- 8 | Once the data is loaded, Customer will verify the accuracy of the data and provide corrected data.
- 9 | Failure by the Customer to complete a successful data load after two attempts may result in a change order to continue the process and may impact the Move-to-Production date, if each such failure is attributable to Customer's actions.
- 10 | ERPA will lead all design/development efforts for configured integrations and, if applicable, custom integrations assigned to ERPA in the scope section of this SOW.
- 11 | ERPA will provide functional data mapping expertise and produce field mapping documents for each configured integration.
- 12 | ERPA will configure and unit test configured integrations planned for deployment.
- 13 | Where changes are required for Customer's integration FINs First or internal system, Customer will provide its own experienced resources and Customer will be responsible for making such changes.
- 14 | Customer verifies the accuracy of the data and provides corrected data to so that integration testing may be completed prior to Move-to-Production.
- 15 | Customer will make available appropriate Customer technical and functional resources to assist with discovery, data mapping, data validation, testing, and end to end activities with each supported interface.
- 16 | Customer will lead the coordination with any external Customer vendors and, if applicable, Customer consultants to ensure timely response in working with ERPA consultants.

5.13 TEST STAGE

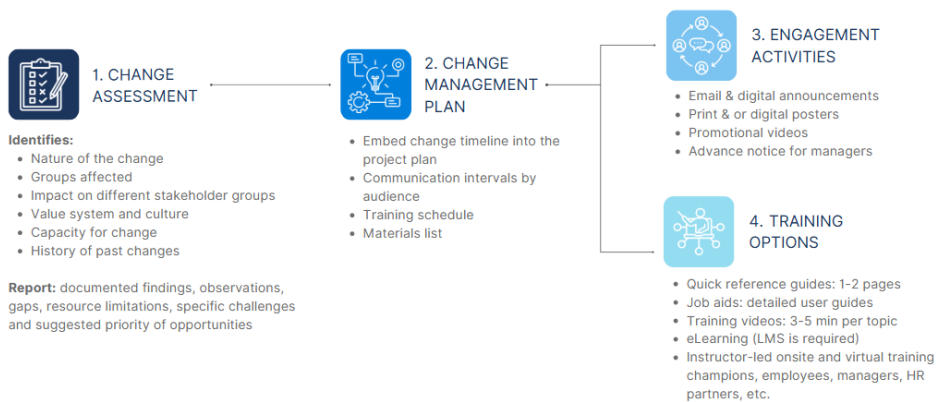
- 1 | Customer is responsible for the development of the Test Plan and test scenarios and cases. ERPA will provide standard test scenarios to be used as a foundation; however, Customer will need to create detailed test scenarios/cases based on its user requirements and system configuration.
- 2 | Customer is responsible for completing hands-on testing activities as noted throughout this document.
- 3 | ERPA will ensure knowledge transfer to Customer for the Workday Service will occur during End to End testing.

ERPA will provide an assigned ERPA Test Manager to the project.

ERPA Testing Support	
Planning Support	Testing SPARK Session
	Test Plan Development
	Test Strategy Workshops
	Testing Tools Review & Management
Testing Cycle Support	Test Cycle Prep Sessions
	Test Scenario Advisory Support
	Testing Readiness Sessions
	Test Cycle Kickoff Sessions
Test Scenario Support	Validation-Based Test Scenario Mapping

Attachment 6 – Organizational Change Management (OCM)

ERPA's OPTIMA Organizational Change Management (OCM) services are delivered through a client-enabled model that provides the Customer with structured guidance and practical tools while allowing the institution/organization to lead day-to-day communications and training activities. ERPA begins by conducting targeted discovery sessions to assess stakeholder groups, identify change impacts and potential risks, and understand existing communication channels that can support the transition to Workday. Based on this assessment, ERPA develops a comprehensive OCM plan, including a change impact tracker, learning objectives, communications plan, and training plan, and provides ongoing Customer sustain alignment and readiness throughout the deployment.





Workday Services

STATEMENT OF WORK

This Statement of Work ("SOW"), effective on September 15, 2026 is incorporated into and is subject to the terms and conditions of the Master Services Agreement (the "Agreement") between ERP Analysts, Inc. ("ERPA" or "Vendor") and Town of Yucca Valley ("Customer") dated September 15, 2026. With regard to interpretation of this SOW, any inconsistency between this SOW, implementing documents incorporated into this SOW, the Agreement, or any purchase orders or supplemental agreements, shall be decided in this order of precedence:

- a. The Agreement
- b. any approved Change Orders and implementing documents to the SOW in order from the most recent to the earliest date;
- c. the SOW;
- d. purchase orders and supplemental agreements.

1.1 EXECUTIVE SUMMARY

This SOW details the Professional Services that ERPA will perform for Customer for Workday customer side support services, including the ERPA deliverables, pricing, and payment schedules during the duration of the Agreement ("Services"). The Parties acknowledge that additional SOWs may be entered into between the Parties at such time as additional efforts are initiated. If Customer wishes to secure additional services not included in the scope of this SOW, ERPA will provide a proposal for such services and may add to existing scope via Change Request Process or develop a separate Statement of Work.

1.2 IN-SCOPE ACTIVITIES

Project Name:

Workday Customer Side Staff Augmentation

Project Scope:

ERPA will work with Customer in a collaborative manner to provide functional and / or technical Workday consulting expertise to assist Customer. The ERPA resource will act at the direction of Customer's personnel for assignment of tasks and day to day management.

1.3 TIMELINE

Project	Estimated Timeline	Project Start Date	Project End Date
Workday Staff Augmentation	24 Weeks	1/5/2027	5/1/2027

Either party may terminate this SOW for convenience with thirty (30) days advance written notice to the ERPA Engagement Manager or ERPA Regional Sales Director. Upon notification, ERPA will cease all SOW related activities and will invoice Customer for all effort worked up to the date of termination.

1.4 ASSUMPTIONS

- Customer will provide necessary documentation (i.e. application details, network topology or related diagrams, policies and procedures including test plans, etc.) to facilitate knowledge transfer
- Customer will respond to ERPA requests, in a timely manner to ensure services occur within the agreed upon timeline
- Customer will coordinate with third party providers of applications and services integrated with Customer applications
- Customer will make designated Customer staff available to assist ERPA and provide necessary access where required.
- ERPA will only bill Customer for hours utilized
- ERPA resource will provide status updates for every week in which they are scheduled to perform tasks
- ERPA work location will be remote and travel is not anticipated for this engagement

1.5 ERPA PERSONNEL

ERPA resources will be available to commence work on the Project Start Date

1.6 HOURS OF OPERATION

ERPA will provide services during Customer's normal business hours (Monday through Friday). ERPA observed Holidays below:

New Year's Day	Memorial Day	Juneteenth Day	Independence Day
Labor Day	Thanksgiving	Day After Thanksgiving	Christmas Day

COST PROPOSAL

Table 1 ERPA Services Pricing

Item Number	Description	Hours Per Week	Total Hours	Standard Hourly Rate	Discounted Hourly Rate	Total
1	Project Management	40	960	\$200.00	\$150.00	\$144,000

ERPA will execute this engagement on a time and material basis for the total hours noted in **Table 1**. ERPA will bill Customer for a minimum of **40 hours per week** for the duration of this SOW. Any additional hours will be charged at the discounted hourly rate as shared in **Table 1**. ERPA will invoice Customer at the beginning of each month for hours worked in the previous month. Payment Terms are Net 30.

Except as otherwise stated in this SOW, invoice and payment terms for this project are subject to the terms and conditions of the Agreement. ERPA may suspend work on this SOW without penalty if Customer fails to pay undisputed overdue amounts to ERPA within 15 days of ERPA's written notice specifying the undisputed amounts.

ERPA has relied on the accuracy and completeness of the information provided by Customer to estimate and price the scope of this work.

This estimate is valid through September 15, 2026 to Customer for approval, unless otherwise agreed to by both parties.

ACCEPTANCE & AGREEMENT

The terms and conditions of this SOW, including the rates and pricing provisions, will not be binding on ERPA until this SOW is signed by ERPA and Customer.

IN WITNESS WHEREOF, the parties have executed this SOW on the date or dates indicated below.

ERPA

Accepted and agreed on behalf of ERPA:

Name: Harsha Roddom _____

Title: EVP _____

Town of Yucca Valley

Accepted and agreed on behalf of Customer:

Name: _____

Title: _____

Authorized Signature

Date: _____

Authorized Signature

Date: _____

APPENDIX A: CHANGE REQUEST PROCESS

1. Notification of intended changes will be communicated in writing via a Change Order (COR) form and provide justification for the change and the impact to the project's scope, schedule, and cost.
2. The Customer approver will approve or reject the change request within five (5) business days from the receipt of the COR form.
3. If the Customer approver does not approve or reject the change request within five (5) business days from the receipt of the COR form and does not communicate a timeframe in which a decision will be made, the requested change will be considered deferred:
 - a. The COR status will be logged, tracked, and managed as a 'deferred' request.
 - b. Work will progress without incorporating the requested change into the work plan.
 - c. Where an approval or rejection decision is necessary for the managed services engagement to progress, the change request decision will be escalated as a project issue.
4. For CORs outside the stated project scope, the Customer approver will authorize budget allowance, on a time and materials basis, for ERPA to perform the initial analysis of a change request.
5. ERPA shall coordinate any changes in hardware, network, software, configuration, or services with Customer. Customer may defer the change based on impact to business operations.



UNIVERSAL MAIN SUBSCRIPTION AGREEMENT

This Universal Main Subscription Agreement (“**MSA**”) is between the Workday entity identified on the Signature Document or Order Form (“**Workday**”) and the legal entity signing the Signature Document or Order Form referencing this Agreement (“**Customer**”). The parties agree as follows:

1. Provision of Service. Workday will make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

1.1 Invoices and Payment. All fees will be electronically invoiced to Customer. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday will email invoices to Customer within two business days of the date of the invoice. Customer must provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer must make payments via electronic bank transfer. Except for a termination or refund in accordance with Clause 7 (Indemnification) or Clause 9 (Term and Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set– off fees owed under this Agreement.

1.2 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1% of the outstanding balance per month (or part thereof), or the maximum rate permitted by Law, whichever is lower, from the date such payment was due until the date paid.

1.3 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due, and after the 90 days Workday has provided at least 30 days' prior written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.4 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively “**Taxes**”). Customer must pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority to accounts.receivable@workday.com.

2. Customer Obligations. Customer will have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content; (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; and (d) ensuring compliance with this Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer will take reasonable efforts to prevent unauthorized access to, or use of, the Service, and will notify Workday promptly of any unauthorized access or use. Customer will not: (1) use the Service in a manner that is inconsistent with the Documentation; (2) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (3) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable Order Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.



3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday will have the right to use Customer Content only to provide the Service, subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer will not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding items (a) and (e), Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "**Recipient**") will use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Clause 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need-to-know-basis to its (and its Affiliates'), directors, officers, employees, advisors, contractors and service providers, including third-party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this Clause. The Recipient will be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (a) the Recipient's or its Representatives' online portal terms will not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representatives' online portal; (b) this Clause 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms are superseded by this Agreement. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides the Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this Clause; it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program and Audit Reports. During the Order Term, Workday will maintain a security program that conforms to the Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday will make available to Customer Workday's then-current Audit Reports for the applicable Service to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.2 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.3 Unauthorized Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law



except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party will reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday will conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party will provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

5.4 Workday's AI Systems. Workday develops AI Systems in accordance with Workday's obligations under applicable Law, including the European Union's Artificial Intelligence Act, Regulation (EU) 2024/1689, and all relevant local laws and regulations. Workday will make AI Fact Sheets available to Customer.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, will comply with all Laws. Workday warrants that during the applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer will use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (a)(2) above must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Clause 9 for the affected Service.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE SERVICE FEATURES OR PRODUCT ROADMAPS IN OBTAINING SUBSCRIPTIONS TO ANY SERVICE.

7. Indemnification.

7.1 Workday Indemnity. Workday will defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and will indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this Clause, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer will defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; or (b) violations of the AUP by Customer, its Affiliates or Authorized Parties; and Customer will indemnify and hold Workday harmless against any Losses relating to such third-party Claim.

7.3 Conditions. The indemnitor's obligations in Clauses 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this Clause except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third-party Claim (although



indemnitor may not settle any third-party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Clauses 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these clauses.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS, AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN CLAUSE 8.3, THE FOLLOWING LIMITATION OF LIABILITY CAPS WILL APPLY: IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**").

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN CLAUSE 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS CLAUSE WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 Workday Remediation Obligations. If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday will pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the Security Breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access; and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in this Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer, its Affiliates or their respective directors, officers, employees, agents, contractors or Authorized Parties. Workday's remediation obligations under this Clause 8.3 are separate from and in addition to the Enhanced Cap.

8.4 Direct Damages. Subject to Clause 8.1, and notwithstanding Clause 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims that flow directly from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

9. Term and Termination. Subscriptions to the Service commence on the Order Term start date as set forth in the applicable Order Form. Either party may terminate this Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding or process relating to insolvency, receivership, liquidation, administration or assignment for the benefit of creditors. For clarity, (1) Customer will have the right to terminate the affected Service for a breach of Service Warranty pursuant to Clause 9 (a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or a cause of termination of this Agreement. If this Agreement is terminated, all Order Forms are simultaneously terminated and Customer will, as of the date of any



termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Clauses 9.1 and 9.2) and Workday Confidential Information. Upon termination by Customer pursuant to this Clause, Workday will refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination. Termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.1 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three months after the effective date of such termination (the “**Transition Period**”). Monthly fees for the Transition Period will be 1/12 of the fee for the immediately preceding 12-month period plus an additional five percent. If Customer requests transition assistance during the Transition Period, Workday will provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday’s then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, Workday has no obligation to perform under this Clause (a) if Workday is enjoined from performing; or (b) if termination of this Agreement was due to Customer’s breach, unless Workday receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.2 Retrieval of Customer Content. Upon Customer’s written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content (“**Retrieval Period**”). After such Retrieval Period (or if there is no Retrieval Period, after termination or expiration of this Agreement or applicable Order Form) and subject to Workday’s legal obligations, Workday has no obligation to maintain or provide any Customer Content and will, unless legally prohibited, delete Customer Content by deleting Customer’s applicable Instance; provided, however, that Workday will not be required to remove copies of Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect Customer Content in accordance with this Agreement. Customer Content will be made available for retrieval through extraction in a machine-readable format as described in the Documentation.

9.3 Surviving Provisions. Clauses 1.1, 1.2, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9 (as far as it relates to payment obligations), 9.1, 9.2, 9.3, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create, nor is it intended to create, a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Insurance. Workday will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer’s written request, Workday will provide a certificate of insurance evidencing the following coverages: (a) Workers’ Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy will include a waiver of subrogation against Customer, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy will include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above-described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.



10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; or (b) the third business day after first class mailing. Notices to Workday must be sent to the address shown in or linked from the Signature Document or Order Form, addressed to the attention of its Legal Department with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document or Order Form, addressed to the attention of its Legal Department. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to a Force Majeure event, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice must identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this Clause will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8 Export. Each party will comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer will not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties, or 50% or more owned by one or more such parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.9 Anti-Corruption. Each party will comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

10.10 Federal Government End Use Provisions (if applicable). Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set



forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

10.11 Local Law Requirements: Canada. With respect to Customers domiciled in Canada, the following provisions will apply:

(a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(b) Gross Negligence. "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, reckless disregard, or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

10.12 Code of Conduct. Workday uses commercially reasonable efforts to ensure that Workday, Workday's employees and any Workday subcontractors who perform any part of the Service under this Agreement on behalf of Workday, comply with Workday's written code of conduct available at <https://codeofconduct.workday.com/index.php>, as may be modified by Workday from time to time.

10.13 Workday Service Credits. If Workday fails to meet the monthly commitment for Service Availability or Service Response (as applicable) during any rolling six-month period (a "**Failure**"), Customer must request the applicable remedy within 60 days of the applicable Failure occurring. The remedies are: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. When Workday has confirmed the Failure, Workday will deduct the applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, will refund the Service Credit to Customer. The remedies in this Clause are Customer's exclusive remedies for any Failure.

10.14 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Except as otherwise stated in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order will not extend the payment due date. If a purchase order is required, it must be sent by email to accounts.receivable@workday.com 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

11. Definitions.

The following definitions will apply to this Agreement.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this MSA, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit (if applicable), and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"AI Fact Sheets" means artificial intelligence fact sheets that Workday creates in the ordinary course of business operations about applicable AI Systems.



“AI System” means a machine-based system that, for explicit or implicit objectives, infers, from Customer Content, how to generate Outputs.

“Audit Reports” means the (a) most recently issued security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday’s independent third-party audit or obtained by Workday from other independent third parties, which may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

“AUP” means the acceptable use policy for the applicable Service located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>.

“Authorized Parties” means Customer’s or its Affiliates’ directors, officers, employees, users, contractors, and third-party providers who are authorized to access Customer’s Instance or receive Customer Content by Customer (a) in writing, (b) through the Service’s security designation, or (c) by system integration or other data exchange process.

“Claim” means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

“Confidential Information” means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the Discloser as “confidential” or “proprietary” or the Recipient knows or should reasonably know is confidential or proprietary; and (d) the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient’s breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to the Recipient prior to disclosure by the Discloser; (3) was independently developed by the Recipient; or (4) is received by the Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

“Customer Content” means electronic data or information submitted to the Service by Customer, its Affiliates or Authorized Parties; including Outputs.

“Customer Input” means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Affiliates and/or Authorized Parties relating to the operation or functionality of the Service.

“Data Processing Exhibit” or **“DPE”** means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a data Processor, provided that no update will materially decrease Workday’s data Processor obligations under the DPE.

“Documentation” means the then-current version of the Workday electronic Administrator Guide for the applicable Service, which may be updated by Workday from time to time.

“Effective Date” means the date defined in the Signature Document. If there is no Signature Document, then Effective Date means the Order Form Effective Date of the first Order Form that incorporates this MSA.

“Enhanced Features” will have the same meaning as set forth in the applicable Product Terms.

“Improvements” means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made available to customers generally without a separate charge.

“Instance” means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights



issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Non-Workday Content" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that Customer or a third party provides for Customer's use with the Service and that interoperates with the Service.

"Order Form" means the ordering document under which Customer subscribes to the Service(s) or other services, including applicable Product Terms. Order Forms do not include any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional to or inconsistent with the terms of this Agreement.

"Outputs" means outputs, such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, each as generated from an AI System and made available in Customer's Instance as part of the Service; provided, however, that the portion of any such outputs in which Workday holds pre-existing Intellectual Property Rights is excluded.

"Personal Data" has the definition set forth in the DPE.

"Product Terms" means the product terms for the Product Line applicable to a specific Service available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time and take effect 30 days after publication. No updates to the Product Terms will materially decrease any applicable security or privacy commitments.

"Production" means Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include any non-production sandbox, preview, or implementation Instance.

"PSA" means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday's provision of implementation and other consulting services to Customer, subject to a statement of work ("**SOW**").

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, will not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"Service" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, the Service excludes professional services, support services, training services, and Non-Workday Content.

"Service Availability" has the meaning defined in the SLA.

"Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service in the Production Service environment that experienced the Failure. Remedies for Service



Availability and Service Response Failures are calculated, assessed, and issued separately for each Service. If there is both a Service Availability Failure and a Service Response Failure in a single month for a given Service, Customer is entitled to only one Service Credit (the higher applicable credit amount for the given month).

“Service Response” has the meaning defined in the SLA.

“Signature Document” means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

“SLA” means the Production support and service level availability policy for the Service(s) identified in the applicable Product Terms, which may be updated by Workday from time to time, provided that no update will materially decrease Workday’s responsibilities under the SLA during the applicable Order Term.

“Subscription Fees” means all amounts invoiced to and payable by Customer for the applicable Service under an Order Form.

“Term” means the term of this Agreement that commences on and continues from the Effective Date until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties.



Executive Memorandum

To: Town Manager and Executive Management Team, Town of Yucca Valley

From: Jordan Gumbish, Finance Manager

Date: May 19, 2026

Subject: Enterprise Resource Planning (ERP) System Evaluation and Recommendation

Purpose

The purpose of this memorandum is to summarize the process undertaken by the Town of Yucca Valley to identify and evaluate a new Enterprise Resource Planning (ERP) system to support the Town's long-term operational, financial, and strategic objectives. This memorandum outlines the needs identified through the Town's Strategic Plan, compares the ERP platforms reviewed, and provides a final recommendation for selection of an ERP solution.

Background

The Town's current financial and administrative software environment has become increasingly limited in its ability to support evolving operational demands, interdepartmental collaboration, reporting expectations, cybersecurity standards, and strategic planning initiatives. As the organization continues to modernize services and improve operational efficiency, staff initiated a comprehensive ERP review process to identify a scalable, secure, and integrated solution capable of supporting the Town over the next decade.

The ERP evaluation process included:

- Identification of organizational needs and operational deficiencies;
- Demonstrations from leading ERP vendors;
- Review of implementation methodology and support models;
- Analysis of long-term operational costs and scalability;
- Evaluation of cybersecurity, cloud hosting, and disaster recovery capabilities; and



- Alignment with the Town's adopted Strategic Plan objectives.
-

Strategic Plan Alignment

The ERP review process focused on ensuring the selected platform would support the Town's adopted strategic priorities, including:

Organizational Effectiveness and Efficiency

The Town identified the need for:

- Improved automation of financial and administrative workflows;
- Reduction of redundant manual processes;
- Enhanced interdepartmental coordination;
- Streamlined procurement and budget management; and
- Improved employee access to information and reporting tools.

Fiscal Sustainability and Transparency

Key financial objectives included:

- Enhanced budgeting and forecasting functionality;
- Real-time financial reporting and dashboards;
- Improved audit readiness and compliance tracking;
- Greater transparency for management and public reporting; and
- Long-term cost predictability.

Technology Modernization

The Town prioritized:

- Transition to a cloud-based platform;



- Enhanced cybersecurity protections;
 - Mobile accessibility and remote work capabilities;
 - System integration capabilities; and
 - Reduced reliance on outdated on-premises infrastructure.
-

ERP Systems Reviewed

The Town reviewed multiple ERP platforms commonly utilized by local government agencies, including:

Tyler Technologies

Strengths

- Strong local government market presence;
- Extensive municipal functionality;
- Established financial, permitting, and payroll modules;
- Familiarity among California public agencies;
- Robust reporting capabilities for government accounting standards; and
- Comprehensive implementation and training support.

Considerations

- User interface and workflow structure are less modern than newer cloud-native systems;
- Some modules require additional customization or third-party integrations;
- Higher dependence on vendor-managed configuration;
- More transactional and departmental in design rather than enterprise-wide collaboration focused; and
- Long-term modernization flexibility may be more limited compared to fully cloud-native platforms.



Springbrook Software

Strengths

- Designed specifically for local government;
- Competitive pricing structure;
- Strong utility billing and finance functionality;
- Simpler implementation approach for smaller agencies; and
- Familiar interface for public-sector accounting operations.

Considerations

- Limited scalability for long-term enterprise growth;
- Fewer advanced analytics and automation capabilities;
- Less robust integration ecosystem; and
- Reduced functionality compared to larger enterprise systems.

Oracle

Strengths

- Highly advanced enterprise functionality;
- Significant automation and analytics capabilities;
- Extensive scalability and customization options;
- Strong cybersecurity framework; and
- Industry-leading cloud infrastructure.

Considerations

- Substantially higher implementation and operational costs;
- Greater complexity for a small-to-mid-sized municipality;
- Longer implementation timelines;



- Significant staffing and change management demands; and
 - Potential over-configuration relative to Town operational needs.
-

Workday

Strengths

- Fully cloud-native enterprise platform;
- Modern and intuitive user interface;
- Exceptional Human Capital Management (HCM) capabilities;
- Real-time analytics and reporting dashboards;
- Strong workflow automation and employee self-service features;
- Continuous software updates without disruptive upgrades;
- Scalable long-term architecture;
- Mobile-friendly platform with strong remote accessibility; and
- Robust cybersecurity and disaster recovery framework.

Considerations

- Higher upfront implementation costs than smaller municipal-focused systems;
 - Requires organizational change management and process standardization;
 - Some government-specific modules may require configuration adjustments; and
 - More transformative implementation approach compared to traditional ERP systems.
-

Comparative Analysis: Tyler Technologies vs. Workday

Following the initial review process, staff identified [Tyler Technologies](#) and [Workday](#) as the two strongest candidates based on functionality, scalability, and alignment with Town priorities.



Evaluation Category	Tyler Technologies	Workday
Local Government Experience	Extensive	Moderate but growing
Financial Management	Strong	Strong
Human Resources & Payroll	Moderate to Strong	Exceptional
User Experience	Traditional	Modern and intuitive
Cloud Architecture	Hybrid/Cloud options	Fully cloud-native
Workflow Automation	Moderate	Advanced
Reporting & Analytics	Strong	Advanced real-time analytics
Employee Self-Service	Moderate	Exceptional
Scalability	Strong	Exceptional
Cybersecurity	Strong	Industry-leading
Integration Flexibility	Moderate	Extensive
Long-Term Innovation	Moderate	High
Implementation Complexity	Moderate	Higher
Organizational Transformation Potential	Moderate	Significant

Budget Comparison

Category	Tyler Technologies	Workday
Best For	Operational efficiency, government workflows	Transformation, analytics, modernization
Upfront Cost	\$80k-\$100k	\$300k-\$375k



Modules Included	ERP Pro Financial Management Suite, Tyler One (permits/licenses)	Finance Only
Annual Cost	\$75K – \$100K	\$100k-\$175k
Timeline	12–18 months	6-12 months

Tyler offers a more predictable and manageable cost structure for small cities. Longer implementation timeline and reduced integrations could incur long-term costs for administrative operations. Workday requires a significantly larger upfront investment and ongoing licensing costs. The increased upfront costs could be offset in long-term savings for staffing and operations throughout the improved and streamlined processes.

Final Determination

Both [Tyler Technologies](#) and [Workday](#) demonstrated strong capabilities and represent viable ERP solutions for the Town. Tyler Technologies offers a highly proven local government platform with strong municipal accounting functionality and familiarity within California public agencies. Its government-focused design provides a lower-risk transition path for traditional municipal operations.

However, Workday distinguished itself as a more comprehensive long-term enterprise solution that aligns more directly with the Town's strategic priorities related to modernization, workforce development, automation, organizational efficiency, and technology innovation.

While Tyler Technologies provides strong transactional and departmental functionality, Workday offers a more integrated enterprise-wide platform designed to modernize business processes across all organizational functions. Workday's advanced Human Capital Management capabilities, real-time analytics, cloud-native architecture, and automation features position the Town to improve operational efficiency, employee experience, and strategic decision-making over the long term.

Additionally, Workday's continuous innovation model and scalable infrastructure provide greater long-term flexibility as organizational needs evolve.



Recommendation

Based on the comprehensive ERP evaluation process and alignment with the Town's adopted Strategic Plan, staff recommends the selection of [Workday](#) as the Town's new Enterprise Resource Planning system.

The recommendation is based on the following key factors:

- Strong alignment with organizational modernization objectives;
- Superior workforce management and employee self-service capabilities;
- Advanced analytics and reporting functionality;
- Fully cloud-native architecture with strong cybersecurity protections;
- Long-term scalability and innovation potential;
- Improved operational efficiency through workflow automation; and
- Enhanced ability to support strategic, data-driven decision-making.

Although Workday will require a more substantial implementation effort and organizational transition process, staff believe the long-term operational benefits, modernization opportunities, and strategic value outweigh the additional implementation complexity.

Implementation planning would include:

- Detailed project governance structure;
- Departmental stakeholder engagement;
- Data migration and system integration planning;
- Comprehensive staff training;
- Change management initiatives; and
- Phased implementation scheduling to minimize operational disruption.

Conclusion



The ERP selection process represented a critical strategic initiative for the Town of Yucca Valley to modernize core administrative operations and position the organization for long-term success. After evaluating multiple ERP platforms against operational requirements and strategic objectives, staff determined that [Workday](#) provides the strongest long-term value and organizational alignment for the Town's future needs.

Staff recommendation is to proceed with contract negotiations, implementation planning, and project development activities associated with the Workday ERP platform.

**Town of Yucca Valley
FY 2026-28 Adopted Budget
Special Revenue Funds**

800 - Capital Projects Reserve	2025-26		2026-27			2027-28
	Amended Budget	Year-End Actual	Amended Budget	Proposed Amendment	Amended Budget	Adopted Budget
RECEIPTS						
State Grant Reimbursement	\$ -	\$ -	\$ -		\$ -	\$ -
Cost Recovery	50,000	-	50,000		50,000	50,000
TOTAL RECEIPTS	50,000	-	50,000	-	50,000	50,000
CAPITAL OUTLAY						
Construction Projects	724,050	1,255	250,000		250,000	650,000
Capital Replacement	1,022,575	571,169	1,470,000		2,520,000	500,000
Vehicle & Equipment Replacement	626,424	627,879	400,000		400,000	200,000
Capital Maintenance	612,752	564,583	715,000		715,000	215,000
TOTAL CAPITAL OUTLAY	2,985,801	1,764,886	2,835,000	-	3,885,000	1,565,000
OPERATING TRANSFERS IN (OUT)						
Transfer IN (OUT)- Fund 001	500,000	500,000	-		-	-
Transfer IN (OUT)- Fund 001	9,500	11,500	10,000		10,000	11,000
Transfer IN (OUT)- Fund 001	2,000,000	2,000,000	-		-	-
Transfer IN (OUT)- Fund 572	(4,500,000)	-	-		-	-
Transfer IN (OUT)- Fund 574	(827,000)	(827,000)	-		-	-
Transfer IN (OUT)- Fund 801	-	-	-		-	-
	(2,817,500)	1,684,500	10,000	-	10,000	11,000
INCREASE (DECREASE) IN FUND BALANCE	(5,753,301)	(80,386)	(2,775,000)	-	(3,825,000)	(1,504,000)
Unassigned Cap Reserve Fund	9,763,144	9,763,144	8,312,356		8,312,356	4,844,678
Specialized Professional Services Reserve	52,322	52,322	52,322		52,322	50,000
Unspent Bond Proceeds - 2022 Debt Issuance	1,000,000	1,000,000	2,500,000		2,500,000	2,500,000
Unspent Bond Proceeds-Sewer Design	159,587	159,587	146,368		146,368	131,368
Fleet Reserve	268,114	268,114	151,735		151,735	(188,265)
BEGINNING FUND BALANCE	11,243,167	11,243,167	11,162,781		11,162,781	7,337,781
Unassigned Cap Reserve Fund	2,544,089	8,312,356	5,894,678		4,844,678	3,922,000
Specialized Prof. Services Reserve	50,000	52,322	50,000		50,000	47,678
Unspent Bond Proceeds - 2022 Debt Issuance	2,500,000	2,500,000	2,500,000		2,500,000	1,950,000
Unspent Bond Proceeds-Sewer Design	144,587	146,368	131,368		131,368	116,368
Fleet Reserve	251,190	151,735	(188,265)		(188,265)	(202,265)
ENDING FUND BALANCE	\$ 5,489,866	\$ 11,162,781	\$ 8,387,781		\$ 7,337,781	\$ 5,833,781
Construction Projects						
Project Detail						
Town Hall Redesign	249,620	-				
Public Buildings Design/Renov	100,000	-	250,000		250,000	-
Tri Valley Maintenance	173,495	-	-		-	650,000
Old Town Beautification	115,935	1,255				
Town Property - Utility Undergrounding	85,000	-				
	724,050	1,255	250,000	-	250,000	650,000
Capital Replacement Program						
Cap Projects- Contingency	200,000	60,010	100,000		100,000	100,000
ADA Improvements	-	-	50,000		50,000	50,000
ERP Implementation/Financial Software	100,000	-	450,000	1,050,000	1,500,000	-
Admin Services Masterplan Projects	110,000	-	-		-	-
Community Center HVAC Replacement	165,000	164,316	-		-	-
TriValley Shade Sail Replacement	200,000	186,150	-		-	-
CC Masterplan - CEQA	27,575	6,490	-		-	-
Open Spaces & Conservation Element Plan	120,000	154,204	-		-	-
Airport Comprehensive Land Use Plan	-	-	320,000		320,000	-
Old Town Specific Plan & Phase II Design	-	-	450,000		450,000	250,000
Town Property Acquisition	100,000	-	100,000		100,000	100,000
	1,022,575	571,169	1,470,000	1,050,000	2,520,000	500,000
Vehicle and Equipment Replacement						
Vehicle/Equipment Repl	626,424	627,879	400,000		400,000	200,000
Capital Maintenance Program	626,424	627,879	400,000	-	400,000	200,000
Public Works						
Berm Repairs	529,704	525,714	500,000		500,000	-
Concrete Repairs	68,048	25,650	200,000		200,000	200,000
Sewer Assessment Fees	15,000	13,219	15,000		15,000	15,000