

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

**July 15, 2020**  
Regular Session 6:00 p.m.

**CITY COUNCIL MEMBERS**

Peggy Breeden, Mayor

Lindsey Stephens, Mayor Pro Tem

Mike Mower, Vice Mayor

L. Scott Hayman, Council Member

Kyle Blades, Council Member

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Ron Strand, City Manager

Keith Lemieux, City Attorney

Lloyd Pilchen, Assistant City Attorney



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

Ricca Charlon, City Clerk  
(760) 499-5002

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in the meeting, please contact Ricca Charlon at (760) 499-5002. Requests must be made as early as possible and at least one full business day before the start of the meeting.

Documents and material relating to open session agenda items that are provided to the full City Council prior to a regular meeting will be available for public inspection and copying at City Hall.

City Council agendas and corresponding writings of open session items are available for public inspection at the following locations:

1. City of Ridgecrest City Hall, 100 W. California Ave., Ridgecrest, CA 93555
2. City of Ridgecrest official website at <http://www.ridgecrest-ca.gov>

*Agendas are available on the City Website  
<https://www.ridgecrest-ca.gov/council-agendas>*

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## City of Ridgecrest Public Meeting Protocol In Response to Coronavirus (COVID-19)

Until further notice, all City of Ridgecrest Council meetings will be held in the City Council Chambers and are closed to public attendance. Only Council members and essential staff are allowed to be physically present, and will be seated the recommended distance from each other. Public participation is solely via call-in or via written correspondence.

**TO PARTICIPATE, please call, email, or send mail to the contact info provided below.**

The public may use one of the following alternatives for participating in person:

- **Watch meetings on-line:**  
All of our meetings are streamed live at <https://ridgecrest-ca.gov/369/Watch> or on YouTube at <https://www.youtube.com/cityofridgecrest/live> and are also available for playback after the meeting.
- **Call in for public comments:**  
To participate with verbal comments, ***please call (760) 499-5010***. This phone line will allow only one caller at a time, so if the line is busy, please continue to dial. We will be allowing a 20-30 second delay between callers to give time for media delays and callers to dial in. If you wish to comment on multiple items you will need to call in as each item is presented.
- **Submit written comments:**  
We encourage submittal of written comments supporting, opposing, or otherwise commenting on an agenda item, for distribution to the City Council prior to the meeting. Send emails to [rcharlon@ridgecrest-ca.gov](mailto:rcharlon@ridgecrest-ca.gov); written correspondence may be sent to Ricca Charlon, City Clerk, 100 W. California Ave., Ridgecrest, CA 93555. Please specify to which agenda item your comment relates. All communication, whether it is a formal letter or an online informal email, is read by the City Council.

Please click on the link below to access the City Council Agenda, Minutes and Video web page. <https://ridgecrest-ca.gov/212/City-Council>

If you have any questions please contact us.

Ricca Charlon, City Clerk  
Phone: (760) 499-5002

Revised July 6, 2020

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

**AGENDA  
Wednesday, July 15, 2020  
6:00 p.m.**

**Until further notice, all City of Ridgecrest Council meetings will be held in the City Council Chambers and are closed to public attendance. Only Council members and essential staff are allowed to be physically present, and will be seated the recommended distance from each other. Public participation is solely via call-in or via written correspondence.**

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PUBLIC COMMENT OF ITEMS NOT ON THE AGENDA**

**COUNCIL ANNOUNCEMENTS**

**DISCUSSION AND ACTION ITEMS**

1. Update On Local COVID-19 Response **Strand**
  
2. Discussion And Provide Guidance To The City's Representative On The Board Of The Indian Wells Valley Groundwater Authority (IWVGA) **Hayman**
  
3. A Resolution Of The Ridgecrest City Council Authorizing The Acceptance And Administration Of A Military Installation Resiliency Grant From The Office Of Economic Adjustment For The Amount Of \$493,670 **Shlanta**
  
4. Resolution Of The Ridgecrest City Council Authorizing The City Manager To Enter Into A Memorandum Of Agreement With Sierra Sands Unified School District For Law Enforcement Services (School Resource Officer Program) **McLaughlin**

**COMMITTEE REPORTS**

*(Committee Meeting dates are subject to change and will be announced on the City website)*

Finance Committee

Members: Peggy Breeden and Scott Hayman  
Meeting: 3<sup>rd</sup> Monday each month at 5:00 p.m.  
Location: 1<sup>st</sup> Floor Conference Room B

Infrastructure Committee

Members: Mike Mower and Lindsey Stephens  
Meeting: 4<sup>th</sup> Thursday each month at 5:00 p.m.  
Location: 1<sup>st</sup> Floor Conference Room B

Economic Development Committee

Members: Lindsey Stephens and Kyle Blades  
Meeting: 2<sup>nd</sup> Wednesday of the Month @ 5:00 p.m.  
Location: 1<sup>st</sup> Floor Conference Room B

Parks, Recreation, and Quality of Life Committee

Members: Lindsey Stephens and Scott Hayman  
Meeting: 1<sup>st</sup> Tuesday each month at 5:00 p.m.  
Location: Kerr-McGee Center Meeting Rooms

Ridgecrest Area Convention and Visitors Bureau (RACVB)

Members: Meliza Ancheta  
Meeting: 2<sup>nd</sup> Wednesday of the Month, 9:00 a.m.  
Location: Kerr-McGee Center Meeting Rooms

**OTHER COMMITTEES, BOARDS, OR COMMISSIONS**

**CITY MANAGER REPORT**

**FUTURE AGENDA ITEMS**

**MAYOR AND COUNCIL COMMENTS**

**ADJOURNMENT**



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**Ridgecrest City Council  
Successor Redevelopment Agency  
Financing Authority  
Housing Authority  
STAFF REPORT**

**SUBJECT:**

Discussion And Provide Guidance To The City's Representative On The Board Of The Indian Wells Valley Groundwater Authority (IWVGA)

**PRESENTED BY:**

L. Scott Hayman, City Council / IWVGA Representative

**SUMMARY:**

Provide guidance regarding topics discussed on the IWVGA agenda.

Report and discussion regarding the June 25, 2020 Board meeting of the IWVGA. Including, Board discussion and consideration of issues of importance requiring action by the IWVGA.

Next IWVGA meeting is scheduled for July 16, 2020.

**FISCAL IMPACT:** None

**ACTION REQUESTED:** Discuss and provide guidance

**CITY MANAGER'S RECOMMENDATION:**

Action as requested

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**Ridgecrest City Council  
Successor Redevelopment Agency  
Financing Authority  
Housing Authority  
STAFF REPORT**

**SUBJECT:**

A Resolution Of The Ridgecrest City Council Authorizing The Acceptance And Administration Of A Military Installation Resiliency Grant From The Office Of Economic Adjustment For The Amount Of \$493,670

**PRESENTED BY:** Korinza Shlanta

**SUMMARY:** The City of Ridgecrest submitted an application on the 31<sup>st</sup> of May, 2020 to the Office of Economic Adjustment (OEA). The OEA recently introduced a new type of grant: the Military Installation Resiliency and Sustainability Grant (MIR). The grant award amount for \$493,670 will be used hire a consultant to complete an energy and water resilience study. The study is intended to be comprehensive in identifying critical and aging infrastructure; single points of failure (energy and water); transportation limitations; needs for water importation; environmental risks related to flood, wind, heat, extreme weather, drought, and chronically overdrawn water tables; identify and secure communication risks; and to create an action plan to support the continued mission readiness of NAWS China Lake. The project is anticipating to begin on August 1<sup>st</sup>, 2020 and will take 18 months to complete. All information related to this project is to take place in the unclassified domain.

The MIR grant is a coordinated effort with the City of Ridgecrest (the main applicant), NAWS, the Office of Economic Adjustment, and identified stakeholders: IWV Groundwater Authority, Kern County, China Lake Alliance, and the Indian Wells Valley Water District. At designated milestones, stakeholder workshops will be held to review the latest data as well as give local experienced perspectives on the identified risks. When the study is complete, a final review and debrief will be held with the stakeholders and a singular document of the study will be available for future resiliency and infrastructure ventures.

The study will provide necessary and valuable information that is needed to apply for further grants like infrastructure implementation and planning grants to make use of the gathered data as well as to provide the community with information that is beneficial to water and energy infrastructure for the area. Staff is requesting the approval of the proposed resolution for the acceptance of the grant and authorization to facilitate the resiliency study.

**FISCAL IMPACT:**

A reimbursement grant for the amount of \$493,670 will be accepted. Reimbursements can be made at any time through the Office of Economic Adjustment after the completion of a task from the MIR scope of work.

**ACTION REQUESTED:** Staff is requesting the approval of resolution and acceptance of the grant for the amount of \$493,670

**CITY MANAGER'S RECOMMENDATION:**

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**RESOLUTION NO. 20-Xx**

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE ACCEPTANCE AND ADMINISTRATION OF A MILITARY INSTALLATION RESILIENCY GRANT FROM THE OFFICE OF ECONOMIC ADJUSTMENT FOR THE AMOUNT OF \$493,670**

**WHEREAS**, The Office of Economic Adjustment (OEA) has established a Military Installation Sustainability and Resiliency Grant to assist communities to develop strategies to protect resources necessary to enhance resilience of military installations and local communities; and,

**WHEREAS**, staff has submitted a grant application package to the OEA on behalf of the City of Ridgecrest that includes a narrative for the need for assistance, scope of work, and a budget justification for the amount of \$493,670; and,

**WHEREAS**, a group of diverse stakeholders has been identified to address the risks the mapped vulnerabilities for the duration of the sustainability study and regular stakeholder meetings will be held to observe progress and accomplish the scope of work tasks; and,

**WHEREAS**, the deliverable must be completed within 18 months from the project start date; and, a contractor will be hired to complete energy and water vulnerabilities studies that shall be unified as one complete deliverable document; and,

**WHEREAS**, assigned staff will select an appropriate contractor to complete the deliverables; and, give update reports to city council at regular intervals on the progress of the resiliency study.

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

1. Authorize the City Manager Ronald Strand and staff member Korinza Shlanta to sign, accept, and manage the OEA grant for the amount of \$493, 670.
2. To enter into an 18 month long contract with a competitively selected contractor who will complete the resiliency study.

**APPROVED AND ADOPTED THIS** 15<sup>th</sup> day of July 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Peggy Breeden, Mayor

ATTEST:

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Ricca Charlon, City Clerk

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**Ridgecrest City Council  
Successor Redevelopment Agency  
Financing Authority  
Housing Authority  
STAFF REPORT**

**SUBJECT:**

Resolution Of The Ridgecrest City Council Authorizing The City Manager To Enter Into A Memorandum Of Agreement With Sierra Sands Unified School District For Law Enforcement Services (School Resource Officer Program)

**PRESENTED BY:**

Jed McLaughlin, Chief of Police

**SUMMARY:**

For several years, the Ridgecrest Police Department has been providing law enforcement services to the Sierra Sands Unified School District (SSUSD) – School Resource Officer (SRO) Program. In 2013, a second SRO was added under a Department of Justice, COPS Hiring Program, which ended November 2016. SSUSD and the Police Department continued this second position to maintain services throughout the District.

SSUSD agrees to reimburse the City one-half of actual costs incurred by the City in employing the officers. Actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime.

The agreement is attached to the resolution for your review as **Exhibit A**.

**FISCAL IMPACT:**

(2) School Resource Officers – Reimbursed at 50% of actual costs (an estimated \$151,000).

**ACTION REQUESTED:**

Recommend approval by City Council authorizing the City Manager, or his designee, to enter into an agreement with the SSUSD for law enforcement services (School Resource Officer Program).

**CITY MANAGER'S RECOMMENDATION:**

Action as requested

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**RESOLUTION NO. 20-XX**

**RESOLUTION OF THE RIDGECREST CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORANDUM OF AGREEMENT WITH SIERRA SANDS UNIFIED SCHOOL DISTRICT FOR LAW ENFORCEMENT SERVICES (School Resource Officer Program)**

**WHEREAS**, the Sierra Sands Unified School District (SSUSD) and the City of Ridgecrest have agreed to enter into Memorandum of Agreement for the Police Department to continue to provide School Resource Officer services in the School District, and;

**WHEREAS**, the School Resource Officer (SRO) Program provides law enforcement services to the district helping ensure there is a safe learning environment at the elementary, middle and high schools for the students, faculty and staff, and;

**WHEREAS**, it is beneficial to both the City and SSUSD that this program continue to function, and;

**WHEREAS**, SSUSD agrees to reimburse the City 50% of actual costs of the School Resource Officer Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ridgecrest authorize the City Manager, or his designee, to enter into an agreement with the Sierra Sands Unified School District to provide law enforcement services (School Resource Officer Program), including any amendments.

**APPROVED AND ADOPTED THIS** 15<sup>th</sup> day of July 2020, by the following vote.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Peggy Breeden, Mayor

ATTEST:

\_\_\_\_\_  
Ricca Charlon, City Clerk

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## **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Ridgecrest, a Municipal Corporation, hereinafter referred to as "CITY," and the Sierra Sands Unified School District, a public entity, hereinafter referred to as "DISTRICT."

WHEREAS, DISTRICT does not maintain a school law enforcement agency pursuant to Section 38000(a) of the California Education Code, and DISTRICT wishes to acquire the services of two sworn peace officers, and

WHEREAS, CITY, through the Ridgecrest Police Department, hereinafter referred to as "RPD," is willing to provide the service of two sworn peace officers.

NOW, THEREFORE, the parties hereto agree as follows:

1. CITY agrees to provide the services of two sworn peace officers to serve the DISTRICT at the primary and secondary schools within the Ridgecrest city limits, specifically Gateway Elementary School, Faller Elementary School, Las Flores Elementary School, Pierce Elementary School, James Monroe Middle School, Murray Middle School, Mesquite High School, and Burroughs High School.
2. CITY shall supervise the officers through the command structure of the RPD.
3. DISTRICT shall appoint a designated individual to interface with RPD regarding activities of the officers and to interface with such officers in accordance with a joint operating protocol developed between RPD and DISTRICT.

The responsibilities of the SRO's shall include, but not be limited to:

- a. Handling requests for calls for service in and around schools
  - b. Conducting comprehensive safety and security assessments
  - c. Developing and implementing safety plans or strategies
  - d. Responding to unauthorized persons on school property
  - e. Serving as liaisons between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights laws and privacy laws
  - f. Serving as a member of a multidisciplinary school team to refer students to professional services within both the school (guidance counselors or social workers) and the community (youth and family service organizations)
  - g. Building relationships with juvenile justice counselors to help connect youth with needed services
  - h. Developing and expanding crime prevention efforts for students
4. At all times during the term of this AGREEMENT, the officers shall be employees of the CITY, under supervision and control of CITY, and not an

employee or agent of DISTRICT; and CITY shall assume responsibility and liability for the activities of the officers.

5. During the term of this AGREEMENT, DISTRICT agrees to reimburse CITY one-half actual cost incurred by CITY in employing the officers. For purpose of this AGREEMENT, actual cost shall be defined as officer's salary and benefits, including, but not limited to, health insurance, life insurance, dental insurance, vision insurance, PERS, educational incentive pay, uniform allowance, officer safety equipment, and overtime.
6. THIS AGREEMENT shall be effective September 1, 2020, and remain in full force and effect for a 12-month period ending August 31, 2021. Either party may terminate this AGREEMENT prior to August 31, 2021, by giving ninety (90) days notice to the other party. Notice to CITY shall be in writing, and mailed to or delivered to:

City Manager  
City of Ridgecrest  
100 W. California Avenue, Ridgecrest, CA 93555

Notice to DISTRICT shall be in writing, and mailed or delivered to:

Superintendent  
Sierra Sands Unified School District  
113 W. Felspar Ave.  
Ridgecrest, CA 93555

7. Each party to this AGREEMENT hereby holds the other harmless from all claims or lawsuits for damages to property and for injuries to persons arising from each party's performance of its obligations under this AGREEMENT. This obligation will include providing a defense to lawsuits and related services.
8. In the event any dispute arises between the parties concerning the interpretation or enforcement of the Terms and Conditions of this AGREEMENT, the parties hereto agree to submit any such dispute to arbitration pursuant to rules of the American Arbitration Association. Any decision of the American Arbitration Association shall be binding on the parties hereto. In the event that any matter is submitted to arbitration or if legal action or proceeding is taken in connection with the interpretation or enforcement of this AGREEMENT, whether or not such action is arbitrated or litigated, the prevailing party of any such action, proceeding, or arbitration shall be awarded, in addition to its actual costs incurred, its actual attorneys' fees incurred. Actual attorneys' fees means all attorneys' fees incurred by the prevailing party whether or not such attorneys' fees are deemed to be "reasonable" by a court of competent jurisdiction or an arbitrator. Furthermore, the sole and exclusive remedy for the resolution of disputes concerning the enforcement and interpretation of this AGREEMENT shall be arbitration.

9. This AGREEMENT constitutes the sole and only agreement between the parties hereto. Any prior discussions, agreements or understandings, whether written or oral, are of no force and effect. This AGREEMENT may be modified only by a written agreement executed by both parties hereto.

FOR THE CITY OF RIDGECREST

\_\_\_\_\_  
Peggy Breeden, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Strand, City Manager

\_\_\_\_\_  
Date

FOR THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Michael Scott, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Dave Ostash, Superintendent

\_\_\_\_\_  
Date

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