



**REGULAR MEETING AGENDA
OF THE
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

**TUESDAY MARCH 20, 2018 6:00p.m.
CITY HALL COUNCIL CHAMBERS
200 CAMPUS DRIVE, ARVIN**

CALL TO ORDER

Mayor Jose Gurrola

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Jose Gurrola	Mayor
Jess Ortiz	Mayor Pro Tem
Jazmin Robles	Councilmember
Erika Madrigal	Councilmember
Gabriela Martinez	Councilmember

STAFF

Richard G. Breckinridge	Acting City Manager/Chief of Police
Shannon L. Chaffin	City Attorney – Aleshire & Wynder
Jeff Jones	Finance Director
Adam Ojeda	City Engineer – DeWalt Corporation
Cecilia Vela	City Clerk

PUBLIC COMMENTS:

The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

AGENDA STAFF REPORTS AND HANDOUTS:

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

CONDUCT IN THE CITY COUNCIL CHAMBERS:

Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

Removal from the Council Chambers

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

AMERICANS with DISABILITIES ACT:

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

1. Approval of Agenda as To Form.

Motion _____ Second _____ Vote _____

Roll Call: CM Robles _____ CM Madrigal _____ CM Martinez _____ MPT Ortiz _____ Mayor Gurrola _____

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of March 02, 2018 – March 15, 2018.
- B. Approval of Payroll Register(s) of March 09, 2018.
- C. Approval of the Minutes of the Regular Meeting(s) of March 06, 2018.
- D. Approval of Letters of Support AB 1787 (Salas), AB 1788 (Salas), AB 1789 (Salas), and AB 1790 (Salas) Related to Valley Fever.
- E. Approval of A Proclamation proclaiming April 2018 as DMV/Donate Life California Month in the City of Arvin.
- F. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application to the San Joaquin Valley Air Pollution Control District for the “Remove II Bikeway Incentive” Program to Fund the Construction and Installation of A Class II Bike Lane for the City of Arvin and Authorizing the City Manager, or His Designee, to Execute All Related Program Documents; and Authorizing Related Action.
- G. Approval of A Resolution of the City Council of the City of Arvin Approving 1) the SEIU Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela, and the Service Employees International Union Local 321 CTW, CLC [(“SEIU”)] Regarding Employer Paid Member Contributions Toward Retirement, and 2) the Side Letter Agreement Between the City of Arvin And Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions.
- H. Approval of A Resolution of the City Council of The City of Arvin Eliminating Employer-Paid Member Contributions For Members of Service Employees International Union Local 521, CTW, CLC.
- I. Approval of A Resolution of the City of Arvin Approving an Employment Agreement with Richard Jerry Breckinridge Regarding Services as Interim City Manager, etc.

- J. Approval of A Resolution of the City of Arvin Approving a Contract Services Agreement for Consulting and Transitional Services with Alfonso Noyola.
- K. Approval of A Resolution of the City Council of the City of Arvin Approving the Engineer's Report for Landscape and Lighting Maintenance District No. 1.
- L. Approval of A Resolution of the City Council of the City of Arvin Declaring Its Intention To Levy And Collect Assessments Within Landscape And Lighting Maintenance District No. 1 Pursuant To The Landscaping And Lighting Act Of 1972, Part 2 Of Division 15 Of The California Streets And Highways Code, And Appointing A Time And Place For Hearing Objections Thereto.

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

Roll Call: CM Robles _____ CM Madrigal _____ CM Martinez _____ MPT Ortiz _____ Mayor Gurrola _____

4. ACTION ITEM(S)

- A. **Veolia NA. Donation to Community - Guidance as to the Distribution and Allocation of Veolia Funds Based on Donations Requested.** (Finance Director)

Staff recommends that the Council consider the applications received requesting donations and to provide guidance to staff as to the distribution and allocation of Veolia Funds based on donations requested.

Motion _____ Second _____ Vote _____

Roll Call: CM Robles _____ CM Madrigal _____ CM Martinez _____ MPT Ortiz _____ Mayor Gurrola _____

- B. **Discussion and Direction Regarding Veolia Proposal to Construct Temporary Parshall Flume at Arvin Wastewater Treatment Plant** (Dale Ducharme, Veolia Water)

Staff recommends consideration and direction from Council.

Motion _____ Second _____ Vote _____

Roll Call: CM Robles _____ CM Madrigal _____ CM Martinez _____ MPT Ortiz _____ Mayor Gurrola _____

5. STAFF REPORTS

- A. **Annual Report Waste Water Treatment Plant** (Dale Ducharme - Veolia Water)
- B. **Monthly Financial Report – February 2018** (Finance Director)
- C. **Update Regarding the City's Cannabis Ordinance** (Acting City Manager)

6. COUNCIL MEMBER COMMENTS

7. CLOSED SESSION ITEM(S)

- A. PUBLIC EMPLOYEE - APPOINTMENT (Pursuant to Government Code, § 54957.)
Title: City Manager

- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code § 54956.9)
Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9
Four Potential Cases

- C. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):
City Negotiator: Pawan Gill, Human Resources Administrator
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code § 54956.9(d)(1))
City of Arvin v. Harvinder Singh, et al., Kern County Superior Court Case No. BCV-16-102720

8. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated March 15, 2018.



Cecilia Vela, City Clerk

Edit List of Invoices - Summary

DEMAND LIST 3.5.18

Date: 03/06/2018

Time: 10:05 am

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
46395	ACTION LOCKSMITH		03/05/2018		03/05/2018	LOCKSMITH SVC. COMM.DEV.DEI	
		1268					304.50
46427	ACTION LOCKSMITH		03/05/2018		03/05/2018	LOCKSMITH SVC. PARKS	
		1288					85.00
						Vendor Total:	389.50
46426	ARVIN COMM SERVICES DIST		03/05/2018		03/05/2018	SVC. 01.22.18-02.20.18	
		CITY OF ARVIN 1.22.18-2.20.18					5,338.16
						Vendor Total:	5,338.16
46396	AT&T		03/05/2018		03/05/2018	CALNET 3 A#9391056024	
		10940157					517.34
46397	AT&T		03/05/2018		03/05/2018	CALNET 3 A#9391033189	
		10938393					358.97
						Vendor Total:	876.31
46456	BRETT BARKER		03/05/2018		03/05/2018	FUEL USAGE-TRAINING	
		FUEL USAGE-TRAINING 1.31.18					45.00
						Vendor Total:	45.00
46446	BLACKBURN OIL COMPANY LLC		03/05/2018		03/05/2018	FUEL USAGE REPORT FEB. 2018	
		FUEL USAGE REPORT FEB. 2018					7,382.36
						Vendor Total:	7,382.36
46417	BROADLUX, INC		03/05/2018		03/05/2018	O & M SERVICES FEB. 2018	
		BR911732-37					252.50
46418	BROADLUX, INC		03/05/2018		03/05/2018	O & M SERVICES MARCH 2018	
		BR911732-38					252.50
46419	BROADLUX, INC		03/05/2018		03/05/2018	O & M SERVICES APRIL 2018	
		BR911732-39					252.50
						Vendor Total:	757.50
46398	C & T AUTOMOTIVE, INC		03/05/2018		03/05/2018	MAINTENANCE FLEET#302	
		900023779					3,197.74
46399	C & T AUTOMOTIVE, INC		03/05/2018		03/05/2018	MAINTENANCE FLEET#317	
		900023783					71.06
46400	C & T AUTOMOTIVE, INC		03/05/2018		03/05/2018	MAINTENANCE FLEET#302	
		900023799					186.83
46454	C & T AUTOMOTIVE, INC		03/05/2018		03/05/2018	MAINTENANCE FLEET #269	
		900023512					287.81
						Vendor Total:	3,743.44
46460	CHAMPION HARDWARE		03/05/2018		03/05/2018	SALLY PORT EXIT DOOR -POLICE	
		50827					290.93
						Vendor Total:	290.93
46428	CLEAN CUT LANDSCAPE MANAGEMENT		03/05/2018		03/05/2018	LANDSCAPE MAINTENANCE LLMI	
		1226					2,500.00
46429	CLEAN CUT LANDSCAPE MANAGEMENT		03/05/2018		03/05/2018	LANDSCAPE MAINTENANCE LLMI	
		1227					550.00
						Vendor Total:	3,050.00
46430	COMMUNICATION ENTERPRISES		03/05/2018		03/05/2018	LTR 450 PAMPA DISPATCH TRANS	
		1094226					135.00
46431	COMMUNICATION ENTERPRISES		03/05/2018		03/05/2018	LTR 450 PAMPA DISPATCH M&I DE	
		1094227					165.00
						Vendor Total:	300.00
46401	COMPLETE HARDWARE STORE & MORE		03/05/2018		03/05/2018	ADOBE MAINTENANCE-M&I DEPT	
		178708					14.23
46402	COMPLETE HARDWARE STORE & MORE		03/05/2018		03/05/2018	MAINTENANCE-PARK	
		178761					81.34

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46403	COMPLETE HARDWARE STORE & MORE	178787	03/05/2018		03/05/2018	MAINTENANCE - PARK	38.91
46404	COMPLETE HARDWARE STORE & MORE	178807	03/05/2018		03/05/2018	MAINTENANCE -PARK	-32.97
46405	COMPLETE HARDWARE STORE & MORE	178811	03/05/2018		03/05/2018	MAINTENANCE - PARK	10.60
46406	COMPLETE HARDWARE STORE & MORE	178899	03/05/2018		03/05/2018	MAINTENANCE-LLMD'S	12.96
46407	COMPLETE HARDWARE STORE & MORE	179034	03/05/2018		03/05/2018	MAINTENANCE-LLMD'S	7.35
						Vendor Total:	<u>132.42</u>
46455	COUNTY OF KERN	1160-00108	03/05/2018		03/05/2018	CJIS ACCESS LICENSE FEE	210.00
						Vendor Total:	<u>210.00</u>
46452	CVC ENVIRONMENTAL	25001-0218	03/05/2018		03/05/2018	SAFETY EQUIPMENT-POLICE DEF	19.96
						Vendor Total:	<u>19.96</u>
46447	DEWALT CORPORTATION	1085828	03/05/2018		03/05/2018	ENGINEERING SVC. DEC. 2017	8,271.00
46448	DEWALT CORPORTATION	1085908	03/05/2018		03/05/2018	ENGINEERING SVC JAN. 2018	8,021.25
46449	DEWALT CORPORTATION	1085909	03/05/2018		03/05/2018	SYCAMORE DRAINAGE TO#1713	5,508.00
						Vendor Total:	<u>21,800.25</u>
46461	FRESNO POLICE DEPARTMENT	RTC0003327	03/05/2018		03/05/2018	PERISHABLES SKILLS CLASSES	842.00
						Vendor Total:	<u>842.00</u>
46425	HAAKER EQUIPMENT COMPANY	C39176	03/05/2018		03/05/2018	EL CROSSWIND J3292D - REPAIR	221.20
						Vendor Total:	<u>221.20</u>
46394	HARVINDER SINGH	7040517	03/05/2018		03/05/2018	FEE APPRAISAL SVC PARK&RIDE	5,000.00
						Vendor Total:	<u>5,000.00</u>
46409	JTS TRUCKING REPAIR	213449	03/05/2018		03/05/2018	MAINTENANCE FLEET#203	118.38
46410	JTS TRUCKING REPAIR	213495	03/05/2018		03/05/2018	MAINTENANCE FLEET#207	583.20
						Vendor Total:	<u>701.58</u>
46445	KERN GLASS AND ALUMINUM CO.	RECEIPT 30566	03/05/2018		03/05/2018	REFUND OVERPAYMENT	22.00
						Vendor Total:	<u>22.00</u>
46411	KERN RIVER POWER EQUIPMENT INC	79742	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	70.17
46412	KERN RIVER POWER EQUIPMENT INC	79743	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	60.28
46413	KERN RIVER POWER EQUIPMENT INC	79744	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	95.92
46414	KERN RIVER POWER EQUIPMENT INC	79346	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	53.04
46415	KERN RIVER POWER EQUIPMENT INC	79747	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	121.20
46416	KERN RIVER POWER EQUIPMENT INC	79855	03/05/2018		03/05/2018	SHOP TOOLS - M&I DEPT.	212.51

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	613.12
46457	CARINA R MOTLEY		03/05/2018		03/05/2018	FUEL USAGE - TRAINING 1.31.18	
						FUEL USAGE-TRAINING 1.31.18	66.35
						Vendor Total:	66.35
46420	MOUNTAINSIDE DISPOSAL		03/05/2018		03/05/2018	PROPERTY TAXES 2.8.18	15,165.70
46432	MOUNTAINSIDE DISPOSAL		03/05/2018		03/05/2018	LANDFILL FEE 3.1.18	162.12
		491461					20.49
46433	MOUNTAINSIDE DISPOSAL		03/05/2018		03/05/2018	96/GAL CART SERVICE	15,348.31
		491863					20.49
						Vendor Total:	15,348.31
46434	O'REILLY AUTOMOTIVE, INC		03/05/2018		03/05/2018	MAINTENANCE GATER#2	8.22
		4451-337320					8.22
						Vendor Total:	8.22
46435	PACIFIC IRRIGATION		03/05/2018		03/05/2018	MAINTENANCE-CITY PARKS	129.49
		193135					129.49
						Vendor Total:	129.49
46436	PACIFIC TIRE ARVIN		03/05/2018		03/05/2018	MAINTENANCE FLEET#302	35.41
		19875					35.41
46458	PACIFIC TIRE ARVIN		03/05/2018		03/05/2018	MAINTENANCE FLEET#273	24.33
		20043					24.33
46459	PACIFIC TIRE ARVIN		03/05/2018		03/05/2018	MAINTENANCE FLEET#279	12.17
		20024					12.17
						Vendor Total:	71.91
46463	PADILLA, BRIANNA		03/05/2018		03/05/2018	PERISHABLE SKILLS TRAINING	260.00
						PERISHABLE SKILLS 3.20-3.22.18	260.00
						Vendor Total:	260.00
46421	PG & E		03/05/2018		03/05/2018	SVC. 1.22.18-2.20.18	62.47
						A#7368140966-7 2.21.18	62.47
46437	PG & E		03/05/2018		03/05/2018	SVC. 1.31.2018-03.01.2018	345.37
						A#8440977428-2 3.1.18	345.37
						Vendor Total:	407.84
46450	PROVOST & PRITCHARD		03/05/2018		03/05/2018	SYCAMORE RD FLOOD REDUCTI	1,127.40
		66883					1,127.40
						Vendor Total:	1,127.40
46462	BRANDON SNYDER		03/05/2018		03/05/2018	PERISHABLE SKILLS TRAINING	260.00
						PERISHABLE SKILLS 3.20-3.22.18	260.00
						Vendor Total:	260.00
46438	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	406.93
						A#102 716 6200 8 2.27.18	406.93
46439	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	193.29
						A#071 118 3372 4 2.27.18	193.29
46440	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	127.37
						A#085 716 6576 2 2.27.18	127.37
46441	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	317.67
						A#056 316 6714 3 2.27.18	317.67
46442	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	135.83
						A#100 518 4100 4 2.27.18	135.83
46443	SO. CAL. GAS CO.		03/05/2018		03/05/2018	SVC. 01/23/18-02/23/18	59.56
						A#056 316 7000 6 2.27.18	59.56
						Vendor Total:	1,240.65

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DEMAND LIST 3.5.18

Date: 03/06/2018

Time: 10:05 am

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount	
46422	SPARKLE TEXTILE RENTAL SERVICE		03/05/2018		03/05/2018	UNIFORM SVC. FEBRUARY 2018		
						UNIFORM SVC. FEBRUARY 2018	1,172.54	
						Vendor Total:	<u>1,172.54</u>	
46423	SPARKLETTS		03/05/2018		03/05/2018	SVC FEB. 2018		
		4361964 030118					154.14	
						Vendor Total:	<u>154.14</u>	
46444	SPECTRUM BUSINESS		03/05/2018		03/05/2018	A#0050640701-01 SVC MARCH 20		
		064070101022618					274.28	
						Vendor Total:	<u>274.28</u>	
46424	TEL-TEC SECURITY SYSTEMS		03/05/2018		03/05/2018	ADOBE COMPLEX- FIRE ALARM		
		615153					55.00	
						Vendor Total:	<u>55.00</u>	
46453	THOMSON REUTERS- WEST		03/05/2018		03/05/2018	SUBSCRIPTION DUES		
		837695189					376.16	
						Vendor Total:	<u>376.16</u>	
46393	WELLS FARGO BANK BOND PMTS		03/01/2018		03/01/2018	ARVIN RDA 2005/2008-MARCH 20		
		MARCH 2018 ARVINRDA2005/2008					221,042.36	
						Vendor Total:	<u>221,042.36</u>	
46464	WELLS FARGO LEASE PMTS		03/05/2018		03/05/2018	A#603-0138128-000 POLICE DEPT.		
		5004614535					183.86	
						Vendor Total:	<u>183.86</u>	
							Grand Total:	293,947.21
							Less Credit Memos:	<u>-32.97</u>
							Net Total:	293,914.24
							Less Hand Check Total:	<u>221,042.36</u>
							Outstanding Invoice Total:	72,871.88
Total Invoices: 70								

EARNINGS REPORT

3-9-18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 03/02/2018 to 03/15/20
 City of Arvin

Date: 3/15/2018
 Time: 8:47:29

Employee Name	Employee ID	15X	1X	1XFTO	25X	2X	3X	ADJ	ADLCO	Other
		ADMLV	ALLOW	BERV	BNFT1	COMP	CTO	CTYWK	DEGRE	Total
		DIFFL	FH	FTO	HLPER	HOL	HP1X	INSUR	JURY	
		LONG	MILIT	MISC	PBD	PBD3	PBDCO	PERE	PERS	
		PHALW	POST	PTO	REG	RETOT	RETRO	SCKCO	SEVR	
		SHOEA	SICK	SRO	STDBY	TRAIN	TUPGR	UACL	UAPEP	
		UNADV	URCL	URPEP	VAC	VACCO	VACTO	WRKCO	STLMT	
Grand Total:	Employee Count: 51	0.00	9,778.02	0.00	0.00	212.40	0.00	0.00	0.00	0.00
		0.00	200.00	0.00	761.60	0.00	1,512.35	0.00	230.79	124,574.94
		189.00	270.63	0.00	0.00	0.00	0.00	2,103.21	1,030.86	
		2,177.26	1,252.80	342.31	462.84	0.00	0.00	0.00	0.00	
		300.00	762.85	0.00	93,106.81	1,343.21	2,278.22	0.00	0.00	
		0.00	3,650.36	0.00	0.00	0.00	174.39	0.00	0.00	
		90.78	0.00	0.00	2,344.25	0.00	0.00	0.00	0.00	

COST REPORT

3-9-18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 03/02/2018 to 03/15/20
 City of Arvin

Date: 3/15/2018
 Time: 8:47:47

Employee Name	Employee ID	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Other
		PER3E	PER5E	PER6E	PER9E	PERCP	PERS	PERS1	Total
		PERS3	PERS4	PERS5	PERS6	PERS8	PERS9	SS	
		SUTA						SS1	
Grand Total:	Employee Count: 51	0.00	0.00	1,541.54	458.10	0.00	573.56	552.11	0.00
		1,524.51	216.60	0.00	0.00	571.02	0.00	0.00	22,579.14
		2,726.42	0.00	0.00	1,979.00	1,682.69	0.00	6,473.41	2,197.33
		0.00							

REGULAR MEETING MINUTES

**ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING AUTHORITY /
ARVIN PUBLIC FINANCING AUTHORITY**

MARCH 06, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

1. Approval of Agenda as To Form.

Motion to approve the agenda with Item 4D to be considered after Item 5A.

Motion Mayor Gurrola Second CM Madrigal Vote 4-0

2. PUBLIC COMMENTS

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

3. PRESENTATION(S)

A. Junior Giants Sports Program

Rosalva Gonzalez and Joshlyn Horton – Bear Mountain Parks & Recreation

B. Recognition of City Manager Alfonso Noyola

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of February 16, 2018 – March 01, 2018.

B. Approval of Payroll Register(s) of February 23, 2018.

C. Approval of the Minutes of the Regular Meeting(s) of February 20, 2018.

D. Approval of A Resolution of the City Council of the City of Arvin Describing Improvements and Ordering the City Engineer to File a Report with Regard to the Landscape and Lighting Maintenance District No. 1 for the 2018-2019 Fiscal Year.

Above Item 4D moved to be considered after Item 5A.

Resolution No. 2018-10

- E. Approval of A Resolution of the City Council of the City of Arvin Consenting to the Submittal of a Grant Application and Application Documents to the California Department of Transportation for the Low Carbon Transit Operations Program and Authorizing Related Action.

Resolution No. 2018-11

Staff recommends approval of Consent Agenda.

Motion to approve Consent Agenda Items 4A, 4B, 4C, 4E.

Motion MPT Ortiz Second CM Robles Vote 4-0

5. PUBLIC HEARING ITEM(S)

- A. Public Hearing to Consider and Approve A Resolution of the City Council of The City of Arvin Declaring There Are No Unmet Transit Needs That Can Be Reasonably Met Within The City of Arvin. (Finance Director)

Staff recommends to open the public hearing, allow for public testimony, close the hearing and approve the Resolution.

Hearing opened.

No public testimony.

Hearing closed.

Motion to approve the Resolution.

Motion MPT Ortiz Second CM Madrigal Vote 4-0

Resolution No. 2018-12

Item 4D: Approval of A Resolution of the City Council of the City of Arvin Describing Improvements and Ordering the City Engineer to File a Report with Regard to the Landscape and Lighting Maintenance District No. 1 for the 2018-2019 Fiscal Year.

Hearing opened.

No public testimony.

Hearing closed.

Motion to approve the Resolution of the City Council of the City of Arvin Describing Improvements and Ordering the City Engineer to File a Report with Regard to the Landscape and Lighting Maintenance District No. 1 for the 2018-2019 Fiscal Year.

Motion CM Madrigal Second CM Robles Vote 3-0-1 (MPT Ortiz recused himself from the discussion and vote due to a conflict of interest.)

Resolution No. 2018-10

- B.** Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Annexing Tract 5816 Phase 10A, Tract 5816 Phase 10B, Tract 7321, Garden in the Sun Park, and the Walnut Street Extension Project North of CA-223 Into Landscaping and Lighting Maintenance District No. 2; and Confirming and Ordering the Annual Levy of Assessments for Fiscal Year 2018-19 for Landscaping and Lighting Maintenance District No. 2. (City Engineer)

Staff recommends to open the public hearing, allow for public testimony, close the hearing and approve the Resolution.

Hearing opened.

No testimony.

Hearing closed.

Motion to approve the Resolution.

Motion CM Robles Second CM Madrigal Vote 3-0-1 (MPT Ortiz recused himself from the discussion and vote due to a conflict of interest.)

Resolution No. 2018-13

6. ACTION ITEM(S)

- A.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Augmenting the City of Arvin Annual Budget for Fiscal Year 2017-2018 in the Amount of \$145,600 with Respect to the Park Impact Fee Fund and Appropriating the Same for Payment of Water Fees. (Finance Director)

Staff recommends approval of the Resolution.

Motion to approve the Resolution.

Motion MPT Ortiz Second CM Robles Vote 4-0

Resolution No. 2018-14

- B.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Directing the Payment of \$145,600 to the Arvin Community Services District Using Park Impact Fee Funds. (Finance Director)

Staff recommends approval of the Resolution.

Motion to approve the Resolution.

Motion MPT Ortiz Second CM Madrigal Vote 4-0

Resolution No. 2018-15

- C.** Consideration and Approval to Direct Staff to Waive All Fees Above \$1,500 for the Arvin Chamber of Commerce's Christmas Parade of December 2017. (Mayor Gurrola)

Staff recommends consideration and direction from Council.

Motion to approve waiving all fees above \$1,500 for the Arvin Chamber of Commerce's Christmas Parade of December 2007 with the findings of public benefit to the community

Motion Mayor Gurrola Second MPT Ortiz Vote 4-0

- D. Consideration and Approval to Direct Staff to Waive All Fees Above \$1,100 for the Virgen de Guadalupe Procession of December 2017. (Mayor Gurrola)

Staff recommends consideration and direction from Council.

Motion to approve waiving all fees above \$1,100 for the Virgen de Guadalupe Procession of December 2017 with the findings of public benefit to the community

Motion CM Robles Second Mayor Gurrola Vote 4-0

- E. Arvin Chamber of Commerce Wildflower Festival Special Event Application for April 23, 2018 through April 30, 2018. (Mayor Gurrola)

Staff recommends consideration and direction from Council.

Motion to continue above Action Item 6E to a future meeting to allow time for the City staff to discuss options and arrangements with the Arvin Chamber of Commerce for the Wildflower Festival.

Motion Mayor Gurrola Second MPT Ortiz Vote 4-0

7. DISCUSSION ITEM(S)

- A. Discussion Regarding Proposed Fee Schedule (City Planner)

8. STAFF REPORTS

9. COUNCIL MEMBER COMMENTS

10. CLOSED SESSION ITEM(S)

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code, § 54956.9(d)(1)
SEIU Local 521 v. City of Arvin, (SEIU Grievance No. 75350-2016)

- B. PUBLIC EMPLOYEE – ACCEPT RESIGNATION (Pursuant to Government Code, § 54957.)
Title: City Manager

- C. PUBLIC EMPLOYEE - APPOINTMENT/EMPLOYMENT** (Pursuant to Government Code, § 54957.)
Title: Interim City Manager
- D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** (Pursuant to Government Code § 54956.9)
Significant Exposure to Litigation Pursuant to Paragraphs (2) or (3) of Subdivision (d) of Section 54956.9
Two Potential Cases
- E. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code, § 54957.6):
City Negotiator: Alfonso Noyola, City Manager and Pawan Gill, Human Resources Administrator
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

CLOSED SESSION REPORT BY DEPUTY CITY ATTORNEY TOMMI SAGHATELIAN:

Item 10A: The City Council has received a signed settlement agreement from SEIU, and as it affects employees, has directed staff to place it on agenda for March 20, 2018 and to draft any other documents as necessary to give it effect.

Item 10B: The Council formally accepted the resignation of Mr. Alfonso Noyola. The vote was 4 to 0. A copy of the resignation acceptance will be available at the City Clerk's office.

Item 10C: The Council voted to appoint Acting City Manager/Police Chief Jerry Breckinridge as Interim City Manager effective April 1, 2018. The vote was 4 to 0.

Staff was directed to return at a future meeting with an agreement re: the Interim City Manager's employment.

Item 10D: No reportable action.

Item 10E: No reportable action.

11. ADJOURNED @ 8:14PM

Respectfully submitted,

Cecilia Vela, City Clerk



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1787 – VALLEY FEVER: ANNUAL REPORTING DEADLINE
FACT SHEET

ISSUE

Local health departments report cases of Valley Fever to the California Department of Public Health (CDPH). However, inconsistencies in annual deadlines in the reporting process can result in cases being underreported and inaccurate case totals.

Valley Fever is a fungal, respiratory infection also known as coccidioidomycosis. It is caused by breathing microscopic fungal spores found in the soil in dry, dusty areas throughout California and the Southwestern region of the United States. It spreads through the air when soil is disturbed and can be carried for hundreds of miles. The disease can spread to skin, bones, eyes, spinal cord and brain, and result in expensive lifelong treatment. In the most severe cases it is fatal.

There is currently no vaccine or cure for Valley Fever and because its symptoms are similar to the common cold and flu, it is often misdiagnosed or left untreated. A record high of 5,372 cases were reported in 2016 and the provisional numbers for 2017 are even higher with 7,471 cases initially reported by CDPH, a 39 percent increase over the state's all-time high in 2016. However, these rapidly rising numbers do not reflect the true extent of Valley Fever in our state. According to the Centers for Disease Control and Prevention (CDC), in addition to the cases that are reported, an estimated 150,000 more cases go unreported every year in the United States.

Discrepancies in Valley Fever case counts exist due to the lack of a set annual deadline to submit these case reports to CDPH. As a result, some of these reports are submitted sporadically throughout the year. Establishing consistency and uniformity in the reporting process for local health departments to report cases of Valley Fever to the CDPH will help provide a more accurate picture of the disease statewide.

EXISTING LAW

Under existing law, there is not an established annual reporting deadline for local health departments to report cases of Valley Fever to CDPH.

CDPH asks county public health departments to report cases of communicable diseases typically in mid-February, but counties are inconsistent in reporting. Consequently, some local health jurisdictions may report later, skewing the number for Valley Fever cases in a specific year. Lag times in reporting cases from year to year can cause confusion and create inconsistency, unreliability, and unpredictability in the reporting process.

THIS BILL

AB 1787 would establish an annual reporting deadline of March 1, 2019 and March 1 thereafter for local health departments to report cases of Valley Fever to CDPH.

Setting a consistent, reliable annual deadline for local health departments reporting cases of Valley Fever to CDPH will establish regularity and standardization in the reporting process.

SUPPORT

None on file.

OPPOSITION

None on file.

FOR MORE INFORMATION

Erik Turner
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Erik.Turner@asm.ca.gov

March 20, 2018

The Honorable Rudy Salas
State Capitol, Room 4016
Sacramento, CA 95814

RE: AB 1787 (Salas) – Valley Fever: Annual Reporting Deadline – **SUPPORT**

Dear Assemblymember Salas:

The City of Arvin is pleased to support Assembly Bill (AB) 1787, which would establish an annual reporting deadline for local health departments to report cases of Valley Fever to the California Department of Public Health (CDPH).

Valley Fever is one of several reportable diseases that local health departments are required to report to CDPH. However, because there is not a consistent annual deadline, local health departments report to CDPH at different time periods, which can create inaccuracies in data collection. Numerous local health departments have reported that the lack of a consistent reporting deadline results in cases being left out of the total case count. Therefore, establishing a consistent annual reporting deadline will improve accuracy in Valley Fever reporting.

Valley Fever is a statewide issue. Since 2011, 50 out of 58 counties have reported cases of Valley Fever. Furthermore, a record high of 5,372 cases were reported in 2016. The provisional numbers for 2017 are even higher with 7,471 cases initially reported by CDPH, a 39 percent increase over the state's all-time high in 2016. The disease is also tragically underreported. According to the Centers for Disease Control and Prevention (CDC), 150,000 additional cases go unreported every year in the United States.

Kern County and Kings County routinely see the highest rates of infection in California every year. The rates of infection in Kern County and Kings County far surpassed any other counties in the state in 2016, with 251.7 and 157.3 cases per 100,000 people, compared with the statewide incidence rate of 13.7 per 100,000 people. Kern County alone reported 2,238 cases of Valley Fever, which represents over 40 percent of total cases reported in California.

Inconsistencies in the reporting process can result in cases being underreported and inaccurate case totals. Setting a consistent, reliable annual deadline for local health departments reporting cases of Valley Fever to CDPH will establish regularity and standardization in the reporting process. For this reason we are pleased to strongly support AB 1787.

Sincerely,

Jose Gurrola, Mayor
City of Arvin



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1788 – VALLEY FEVER: LAB TESTING DIAGNOSIS
FACT SHEET

ISSUE

In California, Valley Fever reporting requires that the disease meets the national case definition, which requires both laboratory data and clinical information. The follow up needed to collect all the required clinical data is resource intensive and time consuming for county health departments. AB 1788 would adopt a modified case definition for Valley Fever that would allow positive laboratory test data to count toward Valley Fever cases reported to the California Department of Public Health (CDPH). This will allow for more efficient and timely reporting to the California CDPH while still maintaining highly accurate data.

Valley Fever is a fungal, respiratory infection also known as coccidioidomycosis. It is caused by breathing microscopic fungal spores found in the soil in dry, dusty areas throughout California and the Southwestern region of the United States. It spreads through the air when soil is disturbed and can be carried for hundreds of miles. When left untreated, the disease can spread to bones, skin eyes, spinal cord, and brain, and result in expensive lifelong treatment. In the most severe cases, it is fatal.

There is currently no vaccine or cure for Valley Fever and because its symptoms are similar to the common cold and flu, it is often misdiagnosed or left untreated. A record high of 5,372 cases were reported in 2016 and the provisional numbers for 2017 are even higher with 7,471 cases initially reported by CDPH, a 39 percent increase over the state's all-time high in 2016. However, these rapidly rising numbers do not reflect the true extent of Valley Fever in our state. According to the Centers for Disease Control and Prevention (CDC), in addition to the cases that are reported, an estimated 150,000 more cases go unreported every year in the United States.

EXISTING LAW

Valley Fever is one of several reportable diseases in California. These reportable diseases and conditions are mandated by statute and regulation to be reported by healthcare providers and laboratories to local health officers. Local health officers are required to report this information to CDPH.

Currently, CDPH utilizes the case definition of Valley Fever established by the Council of State and Territorial Epidemiologists (CSTE) and CDC which requires that a

case of Valley Fever meets both clinical symptoms and laboratory confirmation. Due to this case definition, counties have been overwhelmed and unable to meet the demands of providing timely and accurate counts of Valley Fever.

The Arizona Department of Health Services (ADHS) adopted a modified case definition to allow for confirmation through laboratory testing, removing the requirement for clinical criteria to confirm cases. Arizona has conducted studies after changing the standards that showed to be 97 percent accurate. Arizona conducted studies following the modified case definition for Valley Fever and determined that it allowed for enhanced surveillance methods, increased timeliness of reporting, required minimal resources, and was highly accurate.

THIS BILL

AB 1788 would allow positive laboratory test data to confirm Valley Fever cases reported by local health departments to CDPH. This new requirement will improve accuracy, efficiency and consistency in the reporting and confirmation process by ensuring that all local health departments are utilizing the same modified case definition that in Arizona that has been proven to be 97 percent accurate in identifying incidences of Valley Fever.

SUPPORT

None on file.

OPPOSITION

None on file.

FOR MORE INFORMATION

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Erik.Turner@asm.ca.gov

March 20, 2018

The Honorable Rudy Salas
State Capitol, Room 4016
Sacramento, CA 95814

RE: AB 1788 (Salas) – Valley Fever: Lab Testing Diagnosis – **SUPPORT**

Dear Assemblymember Salas:

The City of Arvin is pleased to support Assembly Bill (AB) 1788, which would adopt a modified case definition for Valley Fever that would allow positive laboratory test data to count Valley Fever cases reported to the California Department of Public Health (CDPH) to improve accuracy, efficiency and consistency in the reporting process.

In California, Valley Fever reporting requires that the disease meets the national case definition, which requires both laboratory data and clinical information. However, the follow up needed to collect all the required clinical data is resource intensive and time consuming for counties. Local health departments are currently required to follow up on reported cases of Valley Fever to collect additional information needed to confirm that the case meets the clinical definition. If the case meets the definition of Valley Fever, it is counted. If it does not meet the case definition of Valley Fever, then it is not counted despite positive laboratory tests.

However, many local health departments do not have the resources necessary to follow up on reported cases of Valley Fever, which means that cases are not being counted. Valley Fever is a dramatically underreported disease – 150,000 cases go unreported every year in the United States according to the Centers for Disease Control and Prevention (CDC).

By allowing positive laboratory tests to confirm cases of Valley Fever, it would reduce underreporting, decrease the burden on local health departments, increase accuracy, and enhance monitoring and surveillance of the disease. This method has been adopted in Arizona and studies conducted after changing the standards showed 97 percent accuracy and determined that it allowed for enhanced surveillance methods and increased timeliness of reporting.

As cases of Valley fever continue to rise across California, it is important that policymakers have accurate data in order address to the problem. AB 1788 will improve accuracy, efficiency and consistency in the reporting and confirmation process, and for these reasons we are pleased to support this bill.

Sincerely,

Jose Gurrola, Mayor
City of Arvin



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1789 – VALLEY FEVER: WORKER SAFETY
FACT SHEET

ISSUE

Valley Fever is a fungal, respiratory infection also known as coccidioidomycosis. It is caused by breathing tiny fungal spores found in the soil in dry, dusty areas throughout California and the Southwestern region of the United States. It spreads through the air when soil is disturbed and can be carried for hundreds of miles. The disease can spread to skin, bones, eyes, spinal cord and brain, resulting in expensive lifelong treatment. In the most severe cases, Valley Fever is fatal.

There is currently no vaccine or cure for Valley Fever and because its symptoms are similar to the common cold and flu, it is often misdiagnosed or left untreated. A record high of 5,372 cases were reported in 2016 and the provisional numbers for 2017 are even higher with 7,471 cases initially reported by the California Department of Public Health (CDPH), a 39 percent increase over the state's all-time high in 2016. According to the Centers for Disease Control and Prevention (CDC), in addition to the cases that are reported, an estimated 150,000 more cases go unreported every year in the United States.

Employees that work outdoors, especially those who work in or around soil, are especially vulnerable to contracting Valley Fever because they face the greatest rate of dust exposure. Some workers at higher risk for Valley Fever include wildland firefighters, construction workers, agricultural workers, military personnel, and workers in mining, gas, and oil extraction jobs.

The risk to workers has been documented in numerous cases around the state. For instance, in 2016, a jury in Solano County awarded five construction workers nearly \$12 million in a lawsuit alleging that Caltrans failed to warn them about a potentially deadly fungus at an excavation site in Kern County. Two of the five construction workers are disabled and remained unable to work at the time of the jury's verdict years after being infected by Valley Fever. The award will help workers pay for medical expenses but cannot undo the physical damage suffered by these workers.

In California, some counties consistently have the Valley Fever fungus present in the soil. Highly endemic counties, or those with the highest rates of Valley Fever (more than 20 cases per 100,000 population per year), are Fresno, Kern, Kings, Madera, Merced, San Luis Obispo, and Tulare.

EXISTING LAW

Under existing law, the Division of Occupational Safety and Health (Cal/OSHA) is responsible for protecting and improving the health and safety of working men and women in California.

Currently, Cal/OSHA regulations regarding workers' health and safety at their worksite are not specific to Valley Fever protection and exposure. These are general guidelines for reporting any serious injury, illness or death and providing respiratory protection at work for dust, fumes, gases and other atmospheric contaminants.

While CDPH and Cal/OSHA provide numerous recommendations for preventing Valley Fever exposure and prevention on their respective websites and through informational materials, these recommendations are optional.

THIS BILL

AB 1789 would require Cal/OSHA to adopt occupational safety and health standards for public works projects to prevent and control Valley Fever.

Specifically, AB 1789 would require:

- Minimizing worker exposure to spores;
- Preventing the transport of spores offsite;
- Identifying knowledgeable health care providers;
- Training, reporting and recordkeeping.

It is critical that California implement occupational safety and health standards specifically designed to prevent Valley Fever and protect high risk workers at their place of work.

SUPPORT

None on file.

OPPOSITION

None on file.

FOR MORE INFORMATION

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Erik.Turner@asm.ca.gov

March 20, 2018

The Honorable Rudy Salas
State Capitol, Room 4016
Sacramento, CA 95814

RE: AB 1789 (Salas) – Valley Fever: Occupational Safety and Health – **SUPPORT**

Dear Assemblymember Salas:

The City of Arvin is pleased to support Assembly Bill (AB) 1789, which would strengthen and improve protections for workers in the prevention of Valley Fever.

Valley Fever is a fungal respiratory infection caused by breathing in microscopic fungal spores found in the soil in dry, dusty areas. Employees who work in or around soil, such as construction workers, agricultural workers, wildland firefighters, military personnel, archaeologists, and workers in mining, gas, and oil extraction jobs, are especially vulnerable to contracting Valley Fever because they are likely to face the greatest rate of dust exposure.

Valley Fever can be a debilitating disease that results in lengthy, expensive hospitalizations and missed work. According to the Centers for Disease Control and Prevention, nearly 75 percent of Valley Fever victims miss work or school for about two weeks. In instances where the disease becomes more severe, employees can become debilitated and unable to work altogether.

In 2016, jurors awarded \$12 million in damages after it was determined that Caltrans failed to protect or warn independent contractors of the disease during an excavation project in 2008. Two of the sickened construction employees are disabled and unable to work, while two others who are not fully disabled require accommodations. In another case in 2007, 10 of 12 construction workers developed Valley Fever within three weeks of work. Over the next few months, the 10 ill crew members missed at least 1,660 hours of work and two workers were on disability for at least five months.

When employees lose their ability to work due to Valley Fever, they can lose everything. They can lose their health, their income, their home, and their ability to provide food for their family. Yet workplace health and safety plans often do not even mention Valley Fever.

AB 1789 would require the California Division of Occupational Safety and Health (Cal/OSHA) to adopt occupational safety and health standards for public works projects to prevent and control Valley Fever. We strongly support AB 1789 because it will protect workers from Valley Fever.

Sincerely,

Jose Gurrola, Mayor
City of Arvin



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1790 – VALLEY FEVER: PHYSICIAN TRAINING
FACT SHEET

ISSUE

Valley Fever is a fungal, respiratory infection also known as coccidioidomycosis. It is caused by breathing tiny fungal spores found in the soil in dry, dusty areas throughout California and the Southwest. It spreads through the air when soil is disturbed and can be carried for hundreds of miles. The disease can spread to skin, bones, eyes, spinal cord and brain, resulting in expensive lifelong treatment. In the most severe cases, it is fatal.

A record high of 5,372 cases were reported in 2016 and the provisional numbers for 2017 are even higher with 7,471 cases initially reported by CDPH, a 39 percent increase over the state's all-time high in 2016. In addition, the Centers for Disease Control and Prevention (CDC) reports that an estimated 150,000 more cases go undiagnosed and unreported every year in the United States.

Since Valley Fever is frequently misdiagnosed as the flu or pneumonia due to similarity in symptoms, patients are often provided the wrong medication. Valley fever is also underdiagnosed in part because many primary care physicians are not aware of Valley Fever and the disease's symptoms and diagnosis. Unless a physician is trained to identify the likelihood of Valley Fever or specific laboratory tests are done, a physician is unable to confirm whether a patient has Valley Fever. Yet, according to the Valley Fever Center for Excellence, up to 90 percent of doctors do not order the simple blood test. According to the CDC, about 60 to 80 percent of patients with Valley Fever are given one or more rounds of antibiotics before receiving a correct diagnosis and appropriate treatment.

Timely diagnosis, early assessment, and proper treatment are critical. If left untreated, Valley Fever can spread and result in lengthy, painful, and expensive treatments for the patients, along with debilitating symptoms of the disease. Diagnosing and treating Valley Fever early and accurately can mean life or death. Early diagnosis and treatment can also reduce the length of hospitalizations, which has a significant fiscal impact on the state of California. According to a study, during 2000-2011, the total cost associated with Valley Fever-related hospitalizations in California was \$2.2 billion, and the average annual total was \$186 million.

Awareness among healthcare providers has been identified in various studies as a critical step to help

improve the response to the negative affect that Valley Fever has on public health.

EXISTING LAW

Existing law requires physicians to participate in Continuing Medical Education (CME). Currently, physicians and surgeons must complete at least 50 hours of approved CME during each biennial renewal cycle.

There are a number of different educational course options on varying subject matters. For instance, most California-licensed physicians are required to take, as a one-time requirement, 12 hours of CME on pain management and the appropriate care and treatment of the terminally ill. California law also requires that general internists and family physicians who have a patient population a quarter of which are 65 years of age or older, are required to complete at least 20 percent of their mandatory CME in the field of geriatric medicine.

THIS BILL

AB 1790 would require a physician or surgeon to complete a continuing education training course by January 1, 2020 for the purpose of preventing, diagnosing, and treating Valley Fever.

Increasing awareness and education about Valley Fever among health care providers will increase early and accurate diagnoses, which in turn will help the thousands of patients that are misdiagnosed or undiagnosed every year.

SUPPORT

None on file.

OPPOSITION

None on file.

FOR MORE INFORMATION

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March 20, 2018

The Honorable Rudy Salas
State Capitol, Room 4016
Sacramento, CA 95814

RE: AB 1790 (Salas) – Valley Fever: Physician Training – **SUPPORT**

Dear Assemblymember Salas:

The City of Arvin is pleased to support Assembly Bill (AB) 1790, which will enhance physician training in the prevention, diagnosis, and treatment of Valley Fever.

One of the biggest problems that people infected by Valley Fever face is that the disease is frequently misdiagnosed. According to the CDC, about 60 to 80 percent of patients with Valley Fever are given one or more rounds of antibiotics before receiving a correct diagnosis and appropriate treatment. If it is not diagnosed early and accurately, the infection results in serious health complications leading to lifelong treatment or even death.

In one example, a man was unknowingly infected by Valley Fever and after having severe chest pains, exhaustion, and fever, he went to see a physician. He received a misdiagnosis and his symptoms continued. However, he went back to his job, concerned that if he continued to miss work he could lose his job. He subsequently collapsed and nearly died while at work due to the infection. Complications from Valley Fever resulted in the victim undergoing two open heart surgeries before he was accurately diagnosed and received proper treatment.

Valley Fever is often misdiagnosed because its symptoms are similar to the common cold and flu. The Centers for Disease Control and Prevention (CDC) states that in addition to reported cases, an estimated 150,000 more cases go unreported every year in the United States.

Unless a physician is trained to identify the likelihood of Valley Fever or specific tests are done, a physician is unable diagnose Valley Fever. Because of the difficulty inherent in distinguishing Valley Fever from other illnesses and a general lack of awareness, up to 90 percent of doctors do not order the simple blood test, according to the Valley Fever Center for Excellence. Timely diagnosis, early assessment, and proper treatment are critical.

We strongly support AB 1790 because increasing awareness and education about Valley Fever among physicians will help the thousands of patients that are misdiagnosed or undiagnosed every year.

Sincerely,

Jose Gurrola, Mayor
City of Arvin

www.donateLIFecalifornia.org



www.doneVIDAcalifornia.org

DMV/Donate Life California Month Proclamation

City of _____
April 2018

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need;

WHEREAS, more than 114,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 20 people die each day while waiting due to the shortage of donated organs;

WHEREAS, the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California;

WHEREAS, at any given time, 6,000 patients are in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

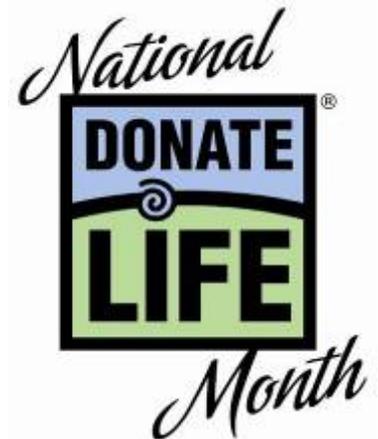
WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood;

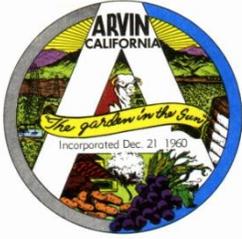
WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over fourteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored;

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles;

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2018 is hereby proclaimed "**DMV/Donate Life California Month**" in the City of _____, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFecalifornia.org or www.doneVIDAcalifornia.org.





CITY OF ARVIN

Agenda Report

Meeting Date: 03-20-2018

TO: City Council

FROM: Jeff Jones, Finance Director
Jerry Breckinridge, Acting City Manager

SUBJECT: **A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application to the San Joaquin Valley Air Pollution Control District for the “Remove II Bikeway Incentive” Program to Fund the Construction and Installation of A Class II Bike Lane for the City of Arvin and Authorizing the City Manager, or His Designee, to Execute All Related Program Documents; and Authorizing Related Action**

Background:

The City of Arvin would like to apply to the SJVAPCD’s “Remove II Bikeway Incentive” program. The grant program funds bike path construction. The goal is to reduce carbon emissions by encouraging the use of alternative modes of transportation. The City will be applying for \$100,000 to fund the bike lane construction between Haven Avenue and Schipper Ave on Derby Street (Tejon Highway).

Recommendation:

Staff recommends the City Council adopt the Resolution.

Fiscal Impact:

Staff has determined that there is no fiscal impact.

Attachments:

Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application to the San Joaquin Valley Air Pollution Control District for the “Remove II Bikeway Incentive” Program to Fund the Construction and Installation of A Class II Bike Lane for the City of Arvin and Authorizing the City Manager, or His Designee, to Execute All Related Program Documents; and Authorizing Related Action

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR THE “REMOVE II BIKEWAY INCENTIVE” PROGRAM TO FUND THE CONSTRUCTION AND INSTALLATION OF A CLASS II BIKE LANE FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED PROGRAM DOCUMENTS; AND AUTHORIZING RELATED ACTION

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) administers the “Remove II Bikeway Incentive” Grant Program to fund the construction of a new bikeway project to promote clean air through the development of a widespread, interconnected network of bike paths; and

WHEREAS, the City of Arvin’s Finance Department plans to submit a grant application to establish new bikeway infrastructure; and

WHEREAS, the construction of bike paths assists the SJVAPCD in attaining federal and state air quality standards including the California Clean Air Act;

WHEREAS, said adopted procedures established by the SJVAPCD requires the applicant to certify by resolution the approval of the application prior to submission of said application;

WHEREAS, the installation of a new bike path will impact motor vehicle emission reductions resulting in a long-term impact on air pollution in the City of Arvin and the San Joaquin Valley;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ARVIN AS FOLLOWS:

Section 1: The City Manager or his designee, is hereby authorized to submit all required documents to the San Joaquin Valley Air Pollution Control District “Remove II Bikeway Incentive” Grant Program.

Section 2: The Mayor, or the City Manager, is hereby authorized and empowered to execute in the name of the City of Arvin all grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved ““Remove II Bikeway Incentive” Grant Program project from the SJVAPCD, subject to approval as to legal form by the City Attorney.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of March 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GUROLLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



CITY OF ARVIN Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: R. Jerry Breckinridge, Acting City Manager

SUBJECT: Approval of A Resolution of the City Council of the City of Arvin Approving 1) the SEIU Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela, and the Service Employees International Union Local 321 CTW, CLC [{"SEIU"}] Regarding Employer Paid Member Contributions Toward Retirement, and 2) the Side Letter Agreement Between the City of Arvin And Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions

RECOMMENDATION:

That the City Council adopt a Resolution of the City Council of the City of Arvin, California Approving 1) Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela, and the Service Employees International Union Local 321 CTW, CLC Regarding Contributions Toward Retirement; and 2) Side Letter Agreement Between the City of Arvin And Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions Local 521, CTW, CLC (attached hereto as Exhibits "A" and "B").

BACKGROUND:

Although litigation-related matters are not typically presented in open session, this item is being presented as the proposed resolution will affect City employees who are members SEIU.

On February 2, 2016, Council approved Agreement No. 2016-02, the Memorandum of Understanding between the City and SEIU for the period of July 1, 2014 through June 30, 2017 ("SEIU MOU"), which expired as of June 30, 2017. The parties are currently in negotiations over a successor MOU.

A grievance was filed on September 7, 2016 by Cecilia Vela as Shop Steward and SEIU, asserting that City had been overwitholding CalPERS retirement member contributions since approximately August 22, 2016, in contravention of the MOU, seeking back pay. The City contended it had overpaid CalPERS on the employees' behalf, therefore SEIU members owed the City money back. The grievance was arbitrated in on June 5, 2017, and the parties have simultaneously been in briefing and settlement negotiations since then.

The parties have met and conferred and reached a proposed settlement as follows:

1. As of the effective date of approval of this Resolution by Council, the City will no longer be responsible to pay any EPMC on behalf of any SEIU members regardless of their status as "Classic" or "PEPRA" (those hired after January 1, 2013);
2. Upon approval by Council, Ms. Vela and SEIU will immediately dismiss the grievance against the City with prejudice;
3. All claims for back pay and/or reimbursement are waived and each side will bear its own attorney's fees and costs;

Resolution Adopting SEIU Grievance Settlement Agreement and Side Letter Agreement

March 20, 2018

Page 2

4. The parties will execute all further documents necessary to effectuate the settlement agreement;
5. Cost-sharing will not be implemented in the future without following the meet and confer process; and
6. Paragraphs 2 and 3 of Article XVIII Retirement System shall be deleted in their entirety and replaced with language reflecting this agreement in any future MOU.

Based on the foregoing, the City Manager has recommended the following for approval by the Council. The City Manager will be separately submitting a resolution to signify the Council's change in EPMC contributions and allow CalPERS to modify the EPMC deductions as set forth above.

ANALYSIS:

The attached Resolution and Agreements will settle the long-running dispute over employer paid member contributions, including associated costs.

FINANCIAL IMPACT:

The settlement confirms the City will not be responsible to pay certain portions of EPMC as outlined above.

ATTACHMENTS:

"A Resolution of the City Council of the City of Arvin, California Approving 1) Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela and the Service Employees International Union Local 321 CTW, CLC Regarding Contributions Toward Retirement, and 2) Side Letter Agreement Between the City of Arvin And Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions" with the following exhibits:

- | | |
|-------------|---|
| Exhibit "A" | Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela, and the Service Employees International Union Local 321 CTW, CLC Regarding Employer Paid Member Contributions Toward Retirement |
| Exhibit "B" | Side Letter Agreement Between the City of Arvin And Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA APPROVING 1) A GRIEVANCE SETTLEMENT AGREEMENT BETWEEN THE CITY OF ARVIN, CECILIA VELA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, REGARDING CONTRIBUTIONS TOWARD RETIREMENT; AND 2) A SIDE LETTER AGREEMENT BETWEEN THE CITY OF ARVIN AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, REGARDING EMPLOYER PAID MEMBER CONTRIBUTIONS.

WHEREAS, the City of Arvin (“City”) recognizes the Service Employees International Union, Local 521 CTW, CLC (hereinafter “SEIU”) as the sole and exclusive bargaining agent for those City employees designated as being in the bargaining unit as defined in the Memorandum of Understanding adopted on February 2, 2016, Agreement 2016-02, for all matters concerning wages, hours and working conditions for the period July 1, 2014 through June 30, 2017 (“SEIU MOU”); and

WHEREAS, as the current SEIU MOU has expired, the City and SEIU are presently negotiating a successor Memorandum of Understanding; and

WHEREAS, on or about September 7, 2016, Cecilia Vela as Shop Steward and SEIU filed Grievance No. 75350-2016 (“Grievance”) against the City alleging improper deductions of Employer Paid Member Contributions (“EPMC”) for CalPERS which had previously been agreed to in the SEIU MOU, and imposition of cost-sharing of retirement contributions without meeting and conferring; and

WHEREAS, SEIU sought relief and reimbursement and repayment of retirement contributions paid by and owed to members; and

WHEREAS, in response to the Grievance, City contended that it had actually been over-paying on behalf of employees and further that it had the right under the SEIU MOU to impose cost-sharing on the bargaining unit, and sought repayment from SEIU for the overpayment to CalPERS; and

WHEREAS, the grievance was arbitrated on or about June 5, 2017, and subsequently thereafter the parties entered into briefing schedules, and simultaneously, settlement discussions; and

WHEREAS, Government Code Section 3505.1 provides that: “If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting . . . [and] if the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding”; and

WHEREAS, City and SEIU representatives successfully met and conferred in good faith and reached an agreement which resulted in the jointly prepared 1) Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela and the Service Employees International Union, Local 521, CTW, CLC Regarding Contributions Toward Retirement (“Grievance Settlement Agreement”) (Exhibit A), and 2) Side Letter Agreement Between The City Of Arvin and Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions (“Side Letter Agreement”) (Exhibit B), which fully and finally settle the disputes between Vela, SEIU, and the City; and

WHEREAS, under the terms of the Grievance Settlement Agreement, the City will cease payment of all EPMC for SEIU “Classic” members; all claims for back pay or reimbursement will be dismissed with prejudice, and further, each side shall bear its own costs; and

WHEREAS, under the terms of the Grievance Settlement Agreement, Paragraphs 2 and 3 of Article XVIII “Retirement System” of the expired SEIU MOU described above are deemed deleted and shall be superceded by the Side Letter Agreement, which will be executed by the City and SEIU and concurrently approved by City Council with the Grievance Settlement Agreement; and

WHEREAS, each party and their legal counsel have reviewed and approved the Grievance Settlement Agreement and Side Letter Agreement; and

WHEREAS, once signed by the parties’ representatives and approved by the governing body of a local agency, the Grievance Settlement Agreement and Side Letter Agreement shall become binding between the City, Cecilia Vela and SEIU; and

WHEREAS, this Resolution shall be effective upon the date of adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: The City Council of the City of Arvin does hereby resolve as follows:

Section 1. The City Council approves the Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela and the Service Employees International Union, Local 521, CTW, CLC Regarding Contributions Toward Retirement (Exhibit “A”).

Section 2. The City Council approves the Side Letter Agreement Between The City Of Arvin and Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions (Exhibit “B”).

Section 3. The City Manager is authorized to prepare and submit a resolution for submission to CalPERS to effectuate the terms of the change in EPMC from the current contribution to zero effective on the date of approval of the Resolution.

Section 4. The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 5. This Resolution shall be effective immediately upon its passage and adoption.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of May, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Exhibits:

- A. Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela and the Service Employees International Union, Local 521, CTW, CLC Regarding Contributions Toward Retirement
- B. Side Letter Agreement Between The City Of Arvin and Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

EXHIBIT A

Grievance Settlement Agreement Between the City of Arvin, Cecilia Vela and the Service Employees International Union, Local 521, CTW, CLC Regarding Contributions Toward Retirement

**GRIEVANCE SETTLEMENT AGREEMENT
BETWEEN THE CITY OF ARVIN, CECILIA VELA AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 521 CTW, CLC
REGARDING CONTRIBUTIONS TOWARD RETIREMENT**

1. PARTIES

This Grievance Settlement Agreement (“Agreement”) is made and entered by and between the City of Arvin, a municipal corporation (“City”), Cecilia Vela, as an affected individual and as shop “[s]teward representing all represented workers” (“Vela” or “Employee”), and Service Employees International Union, Local 521 CTW, CLC (“SEIU”) (hereafter collectively referred to as the “Parties.” This is a compromise, settlement, and release of all claims asserted in the grievance matter described below and attached hereto.

2. RECITALS

2.1 City and SEIU entered into a Memorandum of Understanding effective July 1, 2014 through June 30, 2017, adopted by City Council as Agreement No. 2016-02 (“SEIU MOU”) regarding wages, hours, terms, and conditions of employment of City employees represented by SEIU. By its terms, the SEIU MOU has expired and the parties are in the process of negotiating a new successor agreement.

2.2 Article XVIII of the SEIU MOU states:

The City of Arvin will continue the present practices of paying a portion of all current employees’ CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions “EPMC” payments for ‘classic’ members and all previous employee cost sharing language as set forth below until the Union’s CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all “new” employees hired after January 1, 2013 shall comply with the California Public Employees’ Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 1, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

2.3 On or about September 7, 2016, SEIU and Vela submitted to the City Grievance No. 75350 2016 attached hereto as Exhibit "A." Vela was identified in the Grievance as the Grievant, but also as "Steward representing all represented workers," including herself since she was a represented member. The Grievance claimed that beginning on or about August 22, 2016, the City began deducting more than agreed-upon employee contributions towards CalPERS retirement, that City had prematurely increased or changed the employee contributions to CalPERS prior to resolution of a previous grievance, and did so in violation of the terms of the SEIU MOU. SEIU and Vela also alleged that cost-sharing was imposed without meeting and conferring. Finally, SEIU and Vela sought the corrective remedy of having the City immediately cease the additional deductions and refund the alleged overages to the affected employees.

2.4 City contended that member contributions were deducted according to the contract language, and further asserted that cost-sharing was a plainly worded right under the MOU regardless of whether or not it had done so in prior years. City also asserted that because it had in fact overpaid the SEIU represented employees' EPMC contributions to CalPERS, it was owed reimbursement from the employees for the overage paid by the City to CalPERS on the employees' behalf.

2.5 The parties proceeded to arbitration on June 5, 2017, and the matter has been in the briefing stage with agreed upon extensions of time since then. Also during this time, settlement negotiations have been ongoing.

2.6 The parties have now met and reached agreement to fully and finally settle this dispute in order to avoid the time, expense, and cost associated with continued appeal and potential litigation of this matter.

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the incorporated foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

3. CONSIDERATION

3.1 The Recitals set forth above are true and correct.

3.2 Effective immediately after approval of this Agreement by the Arvin City Council, the City shall cease charging SEIU represented employees any portion of the employer contribution rate toward retirement. The City shall also immediately cease Employer Paid Member Contributions, if any, on behalf of SEIU represented employees. Further, the City shall concurrently adopt a new Resolution for CalPERS purposes reflecting the elimination of both EPMC and the recent practice of employees paying any portion of the employer contribution rate toward retirement, which shall be applicable to all SEIU represented employees.

3.3 Effective upon approval of this Agreement, all SEIU represented employees shall continue paying their own member contributions as required by state law and determined by CalPERS, regardless of whether the employee's status is "Classic" or PEPRA, and shall pay nothing above that.

3.4 Should the legislature change the employee member contribution rate, the Parties agree to comply with such change as required by statute after meeting and consulting if necessary.

3.5 The City contends that it had the negotiated right to implement cost-sharing under the SEIU MOU going back at least as far back as 2010, regardless of whether or not it was enforced, and the parties hereto knowingly and voluntarily waive any claims arising out of City's contention, determination or implementation of that cost sharing up through the date of the City Council approval of this Agreement. This Agreement does not preclude the parties from negotiating cost-sharing arrangements in the future.

3.6 All claims for SEIU represented employee back pay and/or reimbursement resulting from the City's past interpretation and implementation of Article XVIII, "Retirement System," are hereby waived. No back pay or reimbursement shall be paid to any SEIU represented employee. Each side shall bear its own costs of litigating this dispute, including but not limited to arbitration fees, attorney fees and costs. SEIU and Vela voluntarily waive any claim to reimbursement or back pay arising out the dispute as set forth in Grievance 75350-2016; and City hereby waives any claim to recoup alleged overpayment of employer paid member contributions or cost-sharing arising out of the SEIU MOU.

3.7 Paragraphs 2 and 3 of Article XVIII, "Retirement System" of the expired SEIU MOU set forth above are deemed deleted and superseded by a "Side Letter Agreement Between The City of Arvin And Service Employees International Union, Local 532, CTW, CLC, Regarding Employer Paid Member Contributions" to be executed by the City and SEIU and concurrently approved by City Council with this Agreement.

3.8 Upon approval and ratification of this Agreement by the Arvin City Council, SEIU and Vela shall immediately withdraw and dismiss grievance No. 75350-2016 with prejudice effective no later than the first calendar day after such City Council approval.

3.9 The foregoing agreements are independent of any consideration not specifically mentioned in this Agreement and shall not be used as *quid pro quo*, precedent, or consideration for any future negotiations between the Parties.

3.10 This Settlement Agreement shall have no force or effect unless and until ratified and approved by City and Association.

4. NO ADMISSION OF LIABILITY OR PRECEDENT

This Agreement does not constitute an admission of wrongdoing, of any contractual or statutory violation, or of any liability on the part of the Parties hereto. The parties further acknowledge that in entering into this Agreement they are waiving any past claims for back pay or compensation that may have arisen out of Article XVIII, "Retirement System," of the SEIU MOU, and that this Agreement represents a full and complete resolution of the claims and disputes between the Parties in the above-referenced Grievance. The Parties agree that this Agreement constitutes a compromise and settlement of all claims related to employer paid member contributions, deductions from employee paychecks for contributions toward CalPERS, cost-sharing, and/or the right to assert any further grievance in this matter arising out of the same facts, events or transactions. This

6.3 **No Other Pending Actions.** The Parties represent that they have not filed any complaints or charges against the Released Parties with any local, state or federal agency or court regarding the Grievance; and that if any such agency or court assumes jurisdiction of any complaint or charge against the Released Parties, whether previously or hereafter affiliated in any manner, on behalf of the Parties, whenever filed, then the Party in question will request such agency or court to withdraw and dismiss the matter forthwith.

6.4 **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of a Grievance. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any party hereto, or any of its employees or former employees, or any affiliated person(s) or entity/ies.

6.5 **No Assignment of Claims.** The Parties warrant that they have made no assignment, and will make no assignment, of any claim, chose in action, right of action or any right of any kind whatsoever, embodied in any of the Claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

6.6 **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and each of their respective heirs, legal representatives, successors, and assigns.

6.7 **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel, or have had the opportunity, but chose not to confer with their counsel, to the extent desired concerning the legal effect of this Agreement.

6.8 **Independent Investigation.** Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and all the matters pertaining thereto, as it deems necessary.

6.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one Agreement.

6.10 **Headings; Singular and Plural.** Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement. Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

As to the City: Alfonso Noyola, City Manager
City of Arvin
200 Campus Drive
Arvin, CA 93203

With copy to: Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP
2125 Kern Street, Suite 307
Fresno, CA 93721

IN WITNESS WHEREOF, the undersigned have executed this Grievance Settlement Agreement, consisting of seven (7) pages (this page inclusive), on the dates set forth below.

CITY

Alfonso Noyola, City Manager

Date _____

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

Date _____

SEIU



Ron Hansen, Contract Enforcement Specialist

Date 2/23/18

EMPLOYEE



Cecilia Vela, Shop Steward

Date 02/23/18

APPROVED AS TO FORM:



Kerianne Steele, Union Counsel

Date 2/26/18

EXHIBIT B

Side Letter Agreement Between The City Of Arvin and Service Employees International Union, Local 521, CTW, CLC, Regarding Employer Paid Member Contributions

AGREEMENT NO. _____

SIDE LETTER AGREEMENT BETWEEN THE CITY OF ARVIN AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, REGARDING EMPLOYER PAID MEMBER CONTRIBUTIONS

Service Employees International Union, Local 521, CTW, CLC (“SEIU” or “Union”) is the exclusive bargaining unit designated by those classifications defined in Article II, Membership, of the Memorandum of Understanding between the City of Arvin (“City”) and SEIU, Agreement No. 2016-02 for the period July 1, 2014 through June 30, 2017.

City and SEIU representatives have met and conferred in good faith on wages, hours, and other terms and conditions of employment for all employees represented by SEIU, and have reached agreements which are set forth in this Side Letter Agreement.

RECITALS

1. The City entered into a Memorandum of Understanding with SEIU (“MOU”) which was approved by the City Council on or about February 2, 2016 and which covered the period July 1, 2014 to June 30, 2017.

2. City and SEIU are presently negotiating a successor memorandum of understanding to the SEIU MOU 2014-2017 which expired on June 30, 2017.

3. The expired SEIU MOU, Article XVIII Retirement System states in full:

The City of Arvin will continue the present practices of paying a portion of all current employees’ CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions “EPMC” payments for ‘classic’ members and all previous employee cost sharing language as set forth below until the Union’s CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all “new” employees hired after January 1, 2013 shall comply with the California Public Employees’ Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 1, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

4. On or about September 7, 2016, Cecilia Vela and SEIU filed Grievance No. 75350-2016 (“Grievance”), asserting back-pay, plus immediate cessation of cost-sharing and over-withholding. City asserted it had actually paid more than its share of employer paid member contributions, and that cost-sharing was a right under the MOU, regardless of when it was implemented. Based upon asserted overpayment, City claimed reimbursement from the membership. The Grievance proceeded to arbitration on June 5, 2017. During the briefing period, simultaneous settlement discussions were held.

5. The parties have now met and reached this Side Letter Agreement to fully and finally settle this dispute, and to avoid the time, expenses, and costs associated with litigation.

AGREEMENT

A. The above Recitals are true and correct.

B. Effective immediately after approval of this Side Letter Agreement by the Arvin City Council, the City shall cease payment of all employer paid member contributions to CalPERS on behalf of SEIU members, and the parties shall each pay their full required member contribution to CalPERS with no “employer paid” contribution by City, regardless of the employee’s status as “Classic” or “PEPRA” under the Public Employment Pension Reform Act.

1. At the time of this Side Letter Agreement, the employee contribution rate is statutorily prescribed at 7%. Should the legislature change the contribution rate, the parties agree to comply with any such change as required by statute after meeting and consulting.
2. There will be no further cost-sharing unless otherwise reinstated by agreement after meeting and conferring

C. The parties will execute all documents necessary to give effect to this Side Letter Agreement.

D. Paragraphs 2 and 3 of Article XVIII, Retirement System, of the now-expired SEIU MOU, are deemed to be superseded by this Side Letter Agreement. Unless otherwise agreed to during negotiations, effective upon adoption of this Side Letter Agreement and in any future MOU entered into between the parties, the MOU will bear the following retirement language after the “Social Security” paragraph 1:

Retirement System: The parties shall each bear their own member/employee or employer contributions during the term of this agreement regardless of whether they are considered “Classic” or PEPRA employees. There shall be no cost sharing between the parties.

E. The Parties agree that the foregoing agreements are independent of any consideration not mentioned in this Side Letter Agreement, and it shall not be used as quid pro quo, precedent, or consideration for any future negotiations between the parties.

F. It is agreed that this Side Letter Agreement is of no force or effect unless or until ratified and approved by both the City and SEIU.

CITY

SEIU

R. Jerry Breckinridge
Acting City Manager

Association President

Date

Date

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

Kerianne Steele, Union Counsel

Date

Date

Exhibit A Resolution 2016-02 excerpt, Article XVIII Retirement System

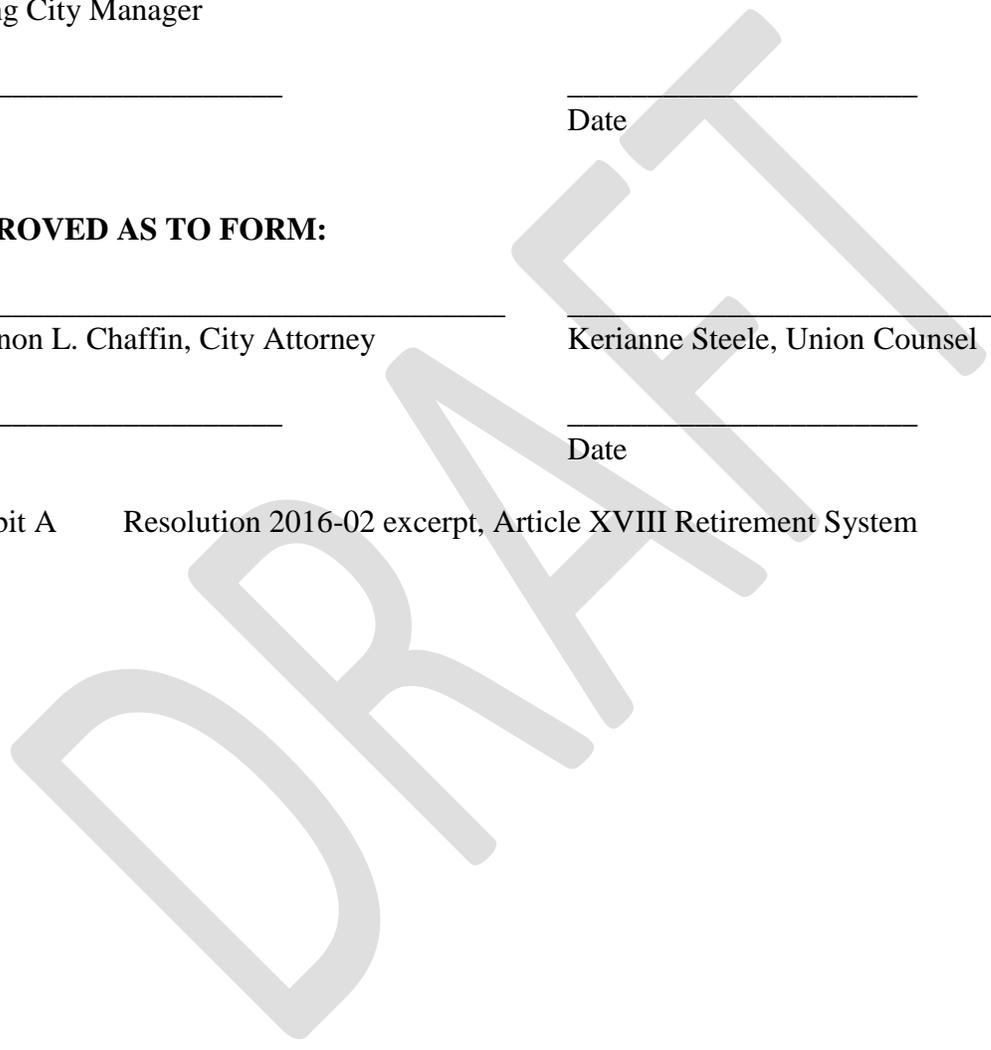


Exhibit A

**ARTICLE XVIII
RETIREMENT SYSTEM**

The City of Arvin will continue the present practices of paying a portion of all current employees' CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions "EPMC" payments for 'classic' members and all previous employee cost sharing language as set forth below until the Union's CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all "new" employees hired after January 1, 2013 shall comply with the California Public Employees' Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 01, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

DRAFT



CITY OF ARVIN Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: R. Jerry Breckinridge, Acting City Manager

SUBJECT: Resolution of the City Council of the City of Arvin, Eliminating Employer Paid Member Contributions for Members of Service Employees International Union Local 521 CTW, CLC

RECOMMENDATION:

Approval of a resolution eliminating cost-sharing and employer-paid member contributions (“EPMC”) for members of Service Employees International Union Local 521, CTW, CLC (“SEIU.”)

BACKGROUND:

On February 2, 2016, the City Council approved Agreement No. 2016-02, a Memorandum of Understanding between the City and SEIU for the period of July 1, 2014 through June 30, 2017 (“MOU”) which expired as of June 30, 2017. The parties are currently in negotiations over a successor MOU.

Prior to the expiration of the MOU on September 7, 2016, Cecilia Vela as Shop Steward and SEIU filed a grievance, asserting that the City had been incorrectly over-charging SEIU member accounts for CalPERS retirement contributions since approximately August 22, 2016, and that cost-sharing was instituted without the proper meet and confer process.

The grievance was arbitrated on June 5, 2017. Since then, the parties have reached a settlement in which each side will pay its own share of retirement contributions as of the date of approval of the settlement, eliminating cost-sharing and City-paid member contributions, also known as EPMC, for all SEIU members, regardless of their status as “Classic” or “PEPRA” members of CalPERS.

ANALYSIS:

Any change to CalPERS retirement contributions requires a resolution approved by the governing body. This Resolution satisfies that requirement.

Based on the foregoing, the City Manager has recommended the following for approval by the Council:

Resolution of the City Council of the City of Arvin, Eliminating Employer Paid Member Contributions for Members of Service Employees International Union Local 521 CTW, CLC

FINANCIAL IMPACT:

None.

ATTACHMENT:

Resolution of the City Council of the City of Arvin Eliminating Employer Paid Member Contributions for Members of Service Employees International Union Local 521 CTW, CLC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, ELIMINATING EMPLOYER-PAID MEMBER CONTRIBUTIONS FOR MEMBERS OF SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521, CTW, CLC

WHEREAS, as a contracting agency with CalPERS, and pursuant to Government Code Section 20691, the governing body of the City of Arvin (“City”) has the authority to pay as an Employer Paid Member Contribution (“EPMC”) all or a portion of the normal contributions required to be paid by an employee member of CalPERS hired before January 1, 2013 or after January 1, 2013 who were once part of a public pension system in California (“Classic Members”) towards the employee’s retirement plan; and

WHEREAS, the City may periodically increase, reduce, or eliminate the payment of all or a portion of the EPMC; and

WHEREAS, the governing body of the City has a written labor policy or agreement identified as Agreement No. 2016-02, a Memorandum of Understanding (“the MOU”) between the City of Arvin and Service Employees International Union Local 521 CTW, CLC (“SEIU”) for the period July 1, 2014 through June 30, 2017, which specifically provides for the normal contributions of SEIU employees who are Classic Members (“Classic Member Employees of SEIU”) to be paid as EPMC by the City; and

WHEREAS, the MOU is now expired, and the parties are in negotiations for a successor MOU; and

WHEREAS, on or about September 7, 2016, a dispute arose between Cecilia Vela as Shop Steward, SEIU, and City regarding EPMC and cost-sharing during the period August 22, 2016 through 2017, which resulted in SEIU’s filing of Grievance No. 75350-2016 (“Grievance”), against the City; and

WHEREAS, pursuant to Government Code Section 3505, the City and SEIU, on behalf of all employees of SEIU (“SEIU Employees”), have met and conferred regarding resolution of the Grievance and have reached an agreement on EPMC and Cost-Sharing on a prospective basis; and

WHEREAS, under Government Code section 3505.1, the City Council is required to approve the terms of any memorandum of understanding reflecting an agreement between the City and SEIU; and

WHEREAS, pursuant to a written Grievance Settlement Agreement and a Side Letter Agreement between the parties, which is being considered concurrently with this Resolution, the City and the SEIU Employees have agreed that each party shall pay their own CalPERS retirement contributions as of the date of approval of this Resolution by the City Council, and that there shall be no future cost-sharing of the normal contributions without agreement after meeting and conferring; and

WHEREAS, the governing body of the City is required under Government Code Section 20691 to adopt a resolution whenever the City determines to change the amount of its election to pay EPMC; and

WHEREAS, the governing body of City desires to change the amount of its election to pay EPMC with respect to the SEIU Employees and has identified the following conditions for the purpose of changing its election to pay EPMC, pursuant to the Grievance Settlement Agreement and the Side Letter Agreement:

- This benefit shall no longer apply to the SEIU Employees.
- For SEIU Employees, the City shall pay zero percent (0%) of the normal member contribution as EPMC.
- This change is in full settlement the Grievance;
- All previous agreements between the parties regarding EPMC are superseded by this Resolution;
- This Resolution shall be effective upon the date of adoption.

NOW, THEREFORE, the CITY COUNCIL of the CITY of ARVIN, CALIFORNIA, does hereby resolve as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by reference herein;

SECTION 2. The governing body of the City of Arvin elects to pay zero percent (0%) of EPMC for all SEIU employees, regardless of their status as Classic Member Employees of the SEIU, as of the date of approval of this Resolution.

SECTION 3. Any previous resolutions and the now-expired MOU, which provides for payment of 2.5%, or any percentage, of EPMC are hereby superseded by this Resolution.

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SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of March 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GUROLLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

Attachment:

- Exhibit "A" Grievance Settlement Agreement
- Exhibit "B" Side Letter Agreement between the City of Arvin and Service Employees International Union, Local 521, Regarding CalPERS Contributions (Including attached MOU Excerpt, Article XVIII)

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

Exhibit “A”

Grievance Settlement Agreement

**GRIEVANCE SETTLEMENT AGREEMENT
BETWEEN THE CITY OF ARVIN, CECILIA VELA AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 521 CTW, CLC
REGARDING CONTRIBUTIONS TOWARD RETIREMENT**

1. PARTIES

This Grievance Settlement Agreement (“Agreement”) is made and entered by and between the City of Arvin, a municipal corporation (“City”), Cecilia Vela, as an affected individual and as shop “[s]teward representing all represented workers” (“Vela” or “Employee”), and Service Employees International Union, Local 521 CTW, CLC (“SEIU”) (hereafter collectively referred to as the “Parties.” This is a compromise, settlement, and release of all claims asserted in the grievance matter described below and attached hereto.

2. RECITALS

2.1 City and SEIU entered into a Memorandum of Understanding effective July 1, 2014 through June 30, 2017, adopted by City Council as Agreement No. 2016-02 (“SEIU MOU”) regarding wages, hours, terms, and conditions of employment of City employees represented by SEIU. By its terms, the SEIU MOU has expired and the parties are in the process of negotiating a new successor agreement.

2.2 Article XVIII of the SEIU MOU states:

The City of Arvin will continue the present practices of paying a portion of all current employees’ CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions “EPMC” payments for ‘classic’ members and all previous employee cost sharing language as set forth below until the Union’s CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all “new” employees hired after January 1, 2013 shall comply with the California Public Employees’ Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 1, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

2.3 On or about September 7, 2016, SEIU and Vela submitted to the City Grievance No. 75350 2016 attached hereto as Exhibit "A." Vela was identified in the Grievance as the Grievant, but also as "Steward representing all represented workers," including herself since she was a represented member. The Grievance claimed that beginning on or about August 22, 2016, the City began deducting more than agreed-upon employee contributions towards CalPERS retirement, that City had prematurely increased or changed the employee contributions to CalPERS prior to resolution of a previous grievance, and did so in violation of the terms of the SEIU MOU. SEIU and Vela also alleged that cost-sharing was imposed without meeting and conferring. Finally, SEIU and Vela sought the corrective remedy of having the City immediately cease the additional deductions and refund the alleged overages to the affected employees.

2.4 City contended that member contributions were deducted according to the contract language, and further asserted that cost-sharing was a plainly worded right under the MOU regardless of whether or not it had done so in prior years. City also asserted that because it had in fact overpaid the SEIU represented employees' EPMC contributions to CalPERS, it was owed reimbursement from the employees for the overage paid by the City to CalPERS on the employees' behalf.

2.5 The parties proceeded to arbitration on June 5, 2017, and the matter has been in the briefing stage with agreed upon extensions of time since then. Also during this time, settlement negotiations have been ongoing.

2.6 The parties have now met and reached agreement to fully and finally settle this dispute in order to avoid the time, expense, and cost associated with continued appeal and potential litigation of this matter.

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the incorporated foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

3. CONSIDERATION

3.1 The Recitals set forth above are true and correct.

3.2 Effective immediately after approval of this Agreement by the Arvin City Council, the City shall cease charging SEIU represented employees any portion of the employer contribution rate toward retirement. The City shall also immediately cease Employer Paid Member Contributions, if any, on behalf of SEIU represented employees. Further, the City shall concurrently adopt a new Resolution for CalPERS purposes reflecting the elimination of both EPMC and the recent practice of employees paying any portion of the employer contribution rate toward retirement, which shall be applicable to all SEIU represented employees.

3.3 Effective upon approval of this Agreement, all SEIU represented employees shall continue paying their own member contributions as required by state law and determined by CalPERS, regardless of whether the employee's status is "Classic" or PEPRA, and shall pay nothing above that.

3.4 Should the legislature change the employee member contribution rate, the Parties agree to comply with such change as required by statute after meeting and consulting if necessary.

3.5 The City contends that it had the negotiated right to implement cost-sharing under the SEIU MOU going back at least as far back as 2010, regardless of whether or not it was enforced, and the parties hereto knowingly and voluntarily waive any claims arising out of City's contention, determination or implementation of that cost sharing up through the date of the City Council approval of this Agreement. This Agreement does not preclude the parties from negotiating cost-sharing arrangements in the future.

3.6 All claims for SEIU represented employee back pay and/or reimbursement resulting from the City's past interpretation and implementation of Article XVIII, "Retirement System," are hereby waived. No back pay or reimbursement shall be paid to any SEIU represented employee. Each side shall bear its own costs of litigating this dispute, including but not limited to arbitration fees, attorney fees and costs. SEIU and Vela voluntarily waive any claim to reimbursement or back pay arising out the dispute as set forth in Grievance 75350-2016; and City hereby waives any claim to recoup alleged overpayment of employer paid member contributions or cost-sharing arising out of the SEIU MOU.

3.7 Paragraphs 2 and 3 of Article XVIII, "Retirement System" of the expired SEIU MOU set forth above are deemed deleted and superseded by a "Side Letter Agreement Between The City of Arvin And Service Employees International Union, Local 532, CTW, CLC, Regarding Employer Paid Member Contributions" to be executed by the City and SEIU and concurrently approved by City Council with this Agreement.

3.8 Upon approval and ratification of this Agreement by the Arvin City Council, SEIU and Vela shall immediately withdraw and dismiss grievance No. 75350-2016 with prejudice effective no later than the first calendar day after such City Council approval.

3.9 The foregoing agreements are independent of any consideration not specifically mentioned in this Agreement and shall not be used as *quid pro quo*, precedent, or consideration for any future negotiations between the Parties.

3.10 This Settlement Agreement shall have no force or effect unless and until ratified and approved by City and Association.

4. NO ADMISSION OF LIABILITY OR PRECEDENT

This Agreement does not constitute an admission of wrongdoing, of any contractual or statutory violation, or of any liability on the part of the Parties hereto. The parties further acknowledge that in entering into this Agreement they are waiving any past claims for back pay or compensation that may have arisen out of Article XVIII, "Retirement System," of the SEIU MOU, and that this Agreement represents a full and complete resolution of the claims and disputes between the Parties in the above-referenced Grievance. The Parties agree that this Agreement constitutes a compromise and settlement of all claims related to employer paid member contributions, deductions from employee paychecks for contributions toward CalPERS, cost-sharing, and/or the right to assert any further grievance in this matter arising out of the same facts, events or transactions. This

Agreement does not create any precedent for any past or future payment under the SEIU MOU for the nominal employee-grievant or any member of this bargaining unit.

5. GENERAL RELEASE

5.1 In exchange for the promises provided for herein, the Parties, on behalf of themselves, and where applicable, on behalf of any spouse, heirs, representatives, successors, and assigns, hereby release, acquit, and forever discharge each other, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (collectively, "Released Parties"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which the Parties had, now has, or may acquire in the future, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect relating to the Employer Paid Member Contribution, Cost Sharing or Grievance (collectively, "Claims"), without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. The Parties expressly acknowledge that the Claims forever barred by this Agreement specifically include any and all claims relating to Employer Paid Member Contributions to CalPERS on behalf of any represented employee, overpayment, back pay, cost-sharing, or reimbursement for any item related to retirement contributions arising out of the Grievance. However, nothing contained herein shall purport to waive or otherwise affect any Party's rights or claims that may arise after they have signed this Agreement, or to waive or release any claims that may not be released pursuant to applicable law.

5.2 The Parties, and their representatives, certify that they have read Civil Code Section 1542, set forth below, and indicate that fact by initialing below the text set forth below:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Vela: OV SEIU: 3H City: _____
1425

6. WAIVER OF ADDITIONAL CLAIMS.

6.1 **Complete Waiver.** The Parties hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Sections 5 above.

6.2 **Discovery of Different or Additional Facts.** The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the Claims that are the subject of the Releases set forth herein, and expressly agree to assume the risk of the possible discovery of additional or different facts, and further agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

6.3 **No Other Pending Actions.** The Parties represent that they have not filed any complaints or charges against the Released Parties with any local, state or federal agency or court regarding the Grievance; and that if any such agency or court assumes jurisdiction of any complaint or charge against the Released Parties, whether previously or hereafter affiliated in any manner, on behalf of the Parties, whenever filed, then the Party in question will request such agency or court to withdraw and dismiss the matter forthwith.

6.4 **Non-Admission of Liability.** The Parties acknowledge and agree that this Agreement is a settlement of a Grievance. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by any party hereto, or any of its employees or former employees, or any affiliated person(s) or entity/ies.

6.5 **No Assignment of Claims.** The Parties warrant that they have made no assignment, and will make no assignment, of any claim, chose in action, right of action or any right of any kind whatsoever, embodied in any of the Claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

6.6 **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and each of their respective heirs, legal representatives, successors, and assigns.

6.7 **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel, or have had the opportunity, but chose not to confer with their counsel, to the extent desired concerning the legal effect of this Agreement.

6.8 **Independent Investigation.** Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and all the matters pertaining thereto, as it deems necessary.

6.9 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one Agreement.

6.10 **Headings; Singular and Plural.** Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement. Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

As to the City: Alfonso Noyola, City Manager
City of Arvin
200 Campus Drive
Arvin, CA 93203

With copy to: Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP
2125 Kern Street, Suite 307
Fresno, CA 93721

IN WITNESS WHEREOF, the undersigned have executed this Grievance Settlement Agreement, consisting of seven (7) pages (this page inclusive), on the dates set forth below.

CITY

SEIU

Alfonso Noyola, City Manager



Ron Hansen, Contract Enforcement Specialist

Date _____

Date 2/23/18

APPROVED AS TO FORM:

EMPLOYEE

Shannon L. Chaffin, City Attorney



Cecilia Vela, Shop Steward

Date _____

Date 02/23/18

APPROVED AS TO FORM:



Kerianne Steele, Union Counsel

Date 2/26/18

Exhibit "B"

**Side Letter Agreement between the City of Arvin and Service Employees International
Union, Local 521, Regarding CalPERS Contributions**

AGREEMENT NO. _____

SIDE LETTER AGREEMENT BETWEEN THE CITY OF ARVIN AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, REGARDING EMPLOYER PAID MEMBER CONTRIBUTIONS

Service Employees International Union, Local 521, CTW, CLC (“SEIU” or “Union”) is the exclusive bargaining unit designated by those classifications defined in Article II, Membership, of the Memorandum of Understanding between the City of Arvin (“City”) and SEIU, Agreement No. 2016-02 for the period July 1, 2014 through June 30, 2017.

City and SEIU representatives have met and conferred in good faith on wages, hours, and other terms and conditions of employment for all employees represented by SEIU, and have reached agreements which are set forth in this Side Letter Agreement.

RECITALS

1. The City entered into a Memorandum of Understanding with SEIU (“MOU”) which was approved by the City Council on or about February 2, 2016 and which covered the period July 1, 2014 to June 30, 2017.

2. City and SEIU are presently negotiating a successor memorandum of understanding to the SEIU MOU 2014-2017 which expired on June 30, 2017.

3. The expired SEIU MOU, Article XVIII Retirement System states in full:

The City of Arvin will continue the present practices of paying a portion of all current employees’ CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions “EPMC” payments for ‘classic’ members and all previous employee cost sharing language as set forth below until the Union’s CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all “new” employees hired after January 1, 2013 shall comply with the California Public Employees’ Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 1, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

4. On or about September 7, 2016, Cecilia Vela and SEIU filed Grievance No. 75350-2016 (“Grievance”), asserting back-pay, plus immediate cessation of cost-sharing and over-withholding. City asserted it had actually paid more than its share of employer paid member contributions, and that cost-sharing was a right under the MOU, regardless of when it was implemented. Based upon asserted overpayment, City claimed reimbursement from the membership. The Grievance proceeded to arbitration on June 5, 2017. During the briefing period, simultaneous settlement discussions were held.

5. The parties have now met and reached this Side Letter Agreement to fully and finally settle this dispute, and to avoid the time, expenses, and costs associated with litigation.

AGREEMENT

A. The above Recitals are true and correct.

B. Effective immediately after approval of this Side Letter Agreement by the Arvin City Council, the City shall cease payment of all employer paid member contributions to CalPERS on behalf of SEIU members, and the parties shall each pay their full required member contribution to CalPERS with no “employer paid” contribution by City, regardless of the employee’s status as “Classic” or “PEPRA” under the Public Employment Pension Reform Act.

1. At the time of this Side Letter Agreement, the employee contribution rate is statutorily prescribed at 7%. Should the legislature change the contribution rate, the parties agree to comply with any such change as required by statute after meeting and consulting.
2. There will be no further cost-sharing unless otherwise reinstated by agreement after meeting and conferring

C. The parties will execute all documents necessary to give effect to this Side Letter Agreement.

D. Paragraphs 2 and 3 of Article XVIII, Retirement System, of the now-expired SEIU MOU, are deemed to be superseded by this Side Letter Agreement. Unless otherwise agreed to during negotiations, effective upon adoption of this Side Letter Agreement and in any future MOU entered into between the parties, the MOU will bear the following retirement language after the “Social Security” paragraph 1:

Retirement System: The parties shall each bear their own member/employee or employer contributions during the term of this agreement regardless of whether they are considered “Classic” or PEPRA employees. There shall be no cost sharing between the parties.

E. The Parties agree that the foregoing agreements are independent of any consideration not mentioned in this Side Letter Agreement, and it shall not be used as quid pro quo, precedent, or consideration for any future negotiations between the parties.

F. It is agreed that this Side Letter Agreement is of no force or effect unless or until ratified and approved by both the City and SEIU.

CITY

SEIU

R. Jerry Breckinridge
Acting City Manager

Association President

Date

Date

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney

Kerianne Steele, Union Counsel

Date

Date

Exhibit A Resolution 2016-02 excerpt, Article XVIII Retirement System

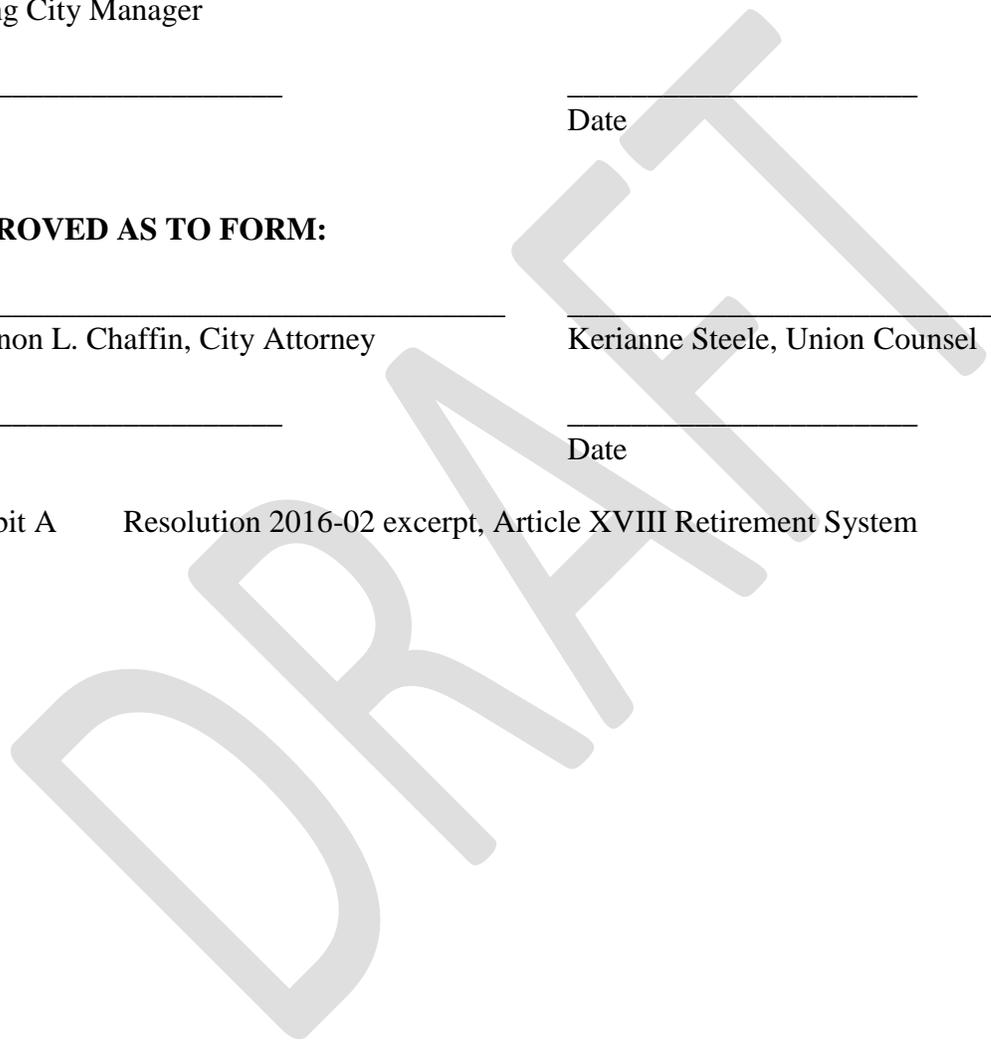


Exhibit A

**ARTICLE XVIII
RETIREMENT SYSTEM**

The City of Arvin will continue the present practices of paying a portion of all current employees' CalPERS contribution and Social Security contribution during the term of this MOU as allowed by law. For employees hired after September 1, 1994, the City shall pay fifty (50%) of the Social Security/FICA payment per employee, and the employees shall pay fifty percent (50%).

The City shall maintain and confirm by resolution previous Employer Paid Member Contributions "EPMC" payments for 'classic' members and all previous employee cost sharing language as set forth below until the Union's CalPERS grievance is resolved by the parties to their mutual satisfaction. Accordingly, classic employees shall continue with their benefits and all "new" employees hired after January 1, 2013 shall comply with the California Public Employees' Pension Reform Act (PEPRA) and related new pension laws.

The City shall pay a maximum of two and one-half percent (2.5%) of the total employer-employee contributions to CalPERS (Public Employees Retirement System) retroactive to July 01, 2010 and the employee shall be responsible to pay the remaining four and one-half percent (4.5%). Any increase above 7.0% shall be split 50/50 between the City and employee.

DRAFT



CITY OF ARVIN
Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: Pawan Gill, Human Resources Manager

SUBJECT: Approval of A Resolution of the City of Arvin Approving an Employment Agreement with Richard Gerald Breckinridge Regarding Services as Interim City Manager, etc.

BACKGROUND:

The current City Manager has formally submitted his resignation effective March 31, 2018, and will take accrued paid time off starting March 9, 2018, to reduce the amount of leave pay out upon separation. The current City Manager has appointed Jerry Breckinridge as the Acting City Manager until March 31, 2018.

At the March 6, 2018 meeting, the City Council appointed Jerry Breckinridge as the Interim City Manager effective April 1, 2018, while it the City recruits for a permanent City Manager. The City Council directed staff to return with an employment agreement with Mr. Breckinridge at that meeting.

As directed, a proposed employment agreement is attached. Although the position of City Manager, including permanent or interim, has traditionally been compensable, the City is currently experiencing fiscal issues. To assist with the City's current fiscal condition and to address the City's cash position, in lieu of additional pay Mr. Breckinridge has instead accepted accrued leave as compensation for the Acting/Interim City Manager position as part of the employment agreement. The employment agreement also acknowledges that neither the expiration of the agreement, nor the appointment of another to serve as City Manager, shall otherwise affect Mr. Breckinridge's position as the Chief of Police.

FINANCIAL IMPACT:

Leave will accrue at the rate of nine hours of paid time off every two weeks, which could be potentially cashed at the rate then effective if not previously used. The City will recognize more than an offsetting amount due to the vacancy in the permanent City Manager position.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution approving the employment agreement with Mr. Breckinridge.

ATTACHMENTS:

A Resolution Of The City Council Of The City Of Arvin, California, Approving An Employment Agreement With Richard Gerald Breckinridge Regarding Interim City Management Services (includes Employment Agreement with attachments)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN,
CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT WITH
RICHARD GERALD BRECKINRIDGE REGARDING INTERIM CITY
MANAGEMENT SERVICES**

WHEREAS, according to Arvin Municipal Code section 2.06.050-Acting City Manager, in the event of a temporary absence or disability of the city manager, the City Manager, by a letter approved by the City Council and filed with the City Clerk, shall designate a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability; and

WHEREAS, in the event the City Manager's absence or disability extends over a one-month period, the City Council may, after the one (1) month period, appoint an Interim City Manager; and

WHEREAS, the current City Manager has formally submitted his resignation effective March 31, 2018, and will take accrued paid time off starting March 9, 2018, to reduce the amount of leave pay out upon separation; and

WHEREAS, the City is in need of an Interim City Manager while the City recruits for a permanent City Manager; and

WHEREAS, Richard Gerald ("Jerry") Breckinridge has served as the Chief of Police for City since April 4, 2016; and

WHEREAS, Mr. Breckinridge has previous experience as an Interim City Manager; and

WHEREAS, it is the intent of City and Mr. Breckinridge for Mr. Breckinridge to serve as Interim City Manager until the City appoints a permanent City Manager, and that Mr. Breckinridge shall serve as the Acting City Manager from March 9, 2018 until March 31, 2018, whereupon Mr. Breckinridge will then serve as Interim City Manager for the duration of this Agreement or until another City Manager is appointed by the City Council of the City; and

WHEREAS, it is the intent of the City and Mr. Breckinridge that this Agreement shall not in itself affect Mr. Breckinridge's appointment as the Chief of Police, and that neither the expiration of this Agreement, nor the appointment of another to serve as City Manager, shall otherwise affect Mr. Breckinridge's position as the Chief of Police; and

WHEREAS, according to Arvin Municipal Code Section 206.060-Compensation, the City Manager shall receive such compensation and expense allowance as the City Council shall from time to time determine, and the compensation and expenses shall be a proper charge against such funds of the City as the City Council shall designate; and

WHEREAS, while the position of City Manager, including permanent or interim, has traditionally been compensable, the City is currently experiencing fiscal issues; and

WHEREAS, to assist with the City's current fiscal condition and to address the City's cash position, parties desire that in lieu of additional pay the Mr. Breckinridge shall instead

accept accrued leave as compensation for the Acting/Interim City Manager position as set forth herein; and

WHEREAS, the City desires to set the terms and conditions of Mr. Breckinridge's service as Acting and Interim City Manager.

NOW THEREFORE, be it resolved by the City Council of the City of Arvin as follows:

1. The recitals above are true and correct and incorporated herein by this reference.
2. The City Council hereby adopts the Employment Agreement with Mr. Breckinridge, attached as Exhibit "A," and authorizes the Mayor to execute the same on behalf of the City of Arvin.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 20th day of March, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

EXHIBIT "A"

EMPLOYMENT AGREEMENT

AGREEMENT NO. _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective March 9, 2018, by and between the **CITY OF ARVIN**, a California municipal corporation, (“CITY” herein) and **RICHARD GERALD BRECKINRIDGE** (“EMPLOYEE” herein).

RECITALS

WHEREAS, according to Arvin Municipal Code section 2.06.050-Acting City Manager, in the event of a temporary absence or disability of the city manager, the City Manager, by a letter approved by the City Council and filed with the City Clerk, shall designate a qualified city administrative officer to exercise the powers and perform the duties of manager during his temporary absence or disability; and

WHEREAS, in the event the City Manager’s absence or disability extends over a one-month period, the City Council may, after the one (1) month period, appoint an Interim City Manager; and

WHEREAS, the current City Manager has formally submitted his resignation effective March 31, 2018, and will take accrued paid time off starting March 9, 2018, to reduce the amount of leave pay out upon separation; and

WHEREAS, the CITY is in need of an Interim City Manager while CITY recruits for a permanent City Manager; and

WHEREAS, EMPLOYEE has served as the Chief of Police for CITY since April 4, 2016; and

WHEREAS, EMPLOYEE has previous experience as an Assistant City Manager and Acting City Manager; and

WHEREAS, it is the intent of CITY and EMPLOYEE for EMPLOYEE to serve as Interim City Manager until the CITY appoints a permanent City Manager, and that EMPLOYEE shall serve as the Acting City Manager from March 9, 2018 until March 31, 2018, whereupon EMPLOYEE will then serve as Interim City Manager for the duration of this Agreement or until another City Manager is appointed by the City Council of the CITY; and

WHEREAS, it is the intent of the CITY and EMPLOYEE that this Agreement shall not in itself affect EMPLOYEE’s appointment as the Chief of Police, and that neither the expiration of this Agreement, nor the appointment of another to serve as City Manager, shall otherwise affect EMPLOYEE’s position as the Chief of Police; and

WHEREAS, according to Arvin Municipal Code Section 206.060-Compensation, the City Manager shall receive such compensation and expense allowance as the City Council shall from time to time determine, and the compensation and expenses shall be a proper charge against such funds of the CITY as the City Council shall designate; and

WHEREAS, while the position of City Manager, including permanent or interim, has traditionally been compensable, the City is currently experiencing fiscal issues; and

WHEREAS, to assist with the City's current fiscal condition and to address the City's cash position, parties desire that in lieu of additional pay the EMPLOYEE shall instead accept accrued leave as compensation for the Acting/Interim City Manager position as set forth herein; and

WHEREAS, the CITY and EMPLOYEE desire to set the terms and conditions of EMPLOYEE's service as Acting and Interim City Manager.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and EMPLOYEE mutually agree as follows:

1. **SCOPE OF WORK AND OTHER REQUIREMENTS.** EMPLOYEE has served as the Chief of Police for CITY since April 4, 2016. It is understood that upon commencement of his employment as Acting, and then Interim City Manager, EMPLOYEE shall act concurrently and to exercise all powers and perform all duties of both the Acting/Interim City Manager and Chief of Police. As Chief of Police, EMPLOYEE shall continue in his activities and duties. As Acting or Interim City Manager, EMPLOYEE agrees to exercise the powers and perform the duties set forth in the Arvin Municipal Code at Section 2.06 *et seq.* As Chief of Police, EMPLOYEE may appoint a subordinate officer as Acting Chief of Police if he determines that it is necessary to do so at any time. Recognizing that the Interim City Manager may need assistance in his duties, CITY may provide a consultant, on an hourly basis, to assist EMPLOYEE.

2. **CONTINUANCE OF DUTIES.** Except as expressly noted herein, this Agreement shall not in itself affect EMPLOYEE's appointment as the Chief of Police, and neither the expiration of this Agreement, nor the appointment of another to serve as City Manager, shall otherwise affect EMPLOYEE's position as the Chief of Police.

3. **NATURE OF EMPLOYMENT.** EMPLOYEE acknowledges that as Acting or Interim City Manager/ Police Chief, he continues to be an at-will employee of CITY who shall serve at the pleasure of the City Council at all times during the period of employment. Except for the anti-discrimination rules, the terms of CITY'S personnel rules, policies procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to EMPLOYEE unless made expressly applicable to EMPLOYEE.

Nothing in this Agreement is intended to, or confers upon EMPLOYEE any right to a property interest in continued employment as Acting or Interim City Manager/Police Chief, or any due process property right to a hearing before or after a decision by the City Council to terminate his employment as Acting or Interim City Manager. However, as a California Peace Officer, in his capacity as Chief of Police, EMPLOYEE remains entitled to all rights conferred under the California Public Safety Officers Procedural Bill of Rights Act beginning at California Government Code Section 3300-3312.

Furthermore, EMPLOYEE continues to be designated “confidential” and is authorized to participate in labor negotiations between the City and the any labor unions on behalf of CITY’s negotiating team.

6. **EMPLOYEE BENEFITS.** EMPLOYEE shall receive those benefits set forth for the position of Police Chief in that Resolution No. 2017-29 entitled, “A Resolution of the City Council of the City of Arvin, California, Repealing and Replacing Previously Adopted Resolution No. 2016-16 Setting Salary Ranges and Benefits for Directors/Department Heads Effective May 3, 2016” (attached hereto and incorporated here by reference) or as it may be updated from time to time except as forth in paragraph 4 above. For retirement purposes the parties shall comply with applicable CalPERS rules and regulations. As a “classic” member, any previously promised employer paid member contributions towards EMPLOYEE’S retirement will continue through this Acting/Interim City Manager appointment.

7. **TERM AND TERMINATION.** This Agreement shall be in effect from the date it is approved by the City Council and shall continue six (6) months, at which time the parties may extend this agreement by written amendment until another City Manager (permanent or otherwise) is appointed by the City Council and actually commences work for the CITY, unless terminated as set forth below.

a. **Resignation.** EMPLOYEE may elect to resign as either Acting or Interim City Manager at any time during the term of this Agreement, upon giving CITY fourteen (14) days’ written notice

b. **Termination “Without Cause.”** CITY reserves the right to terminate this Agreement and EMPLOYEE’s employment as either Acting or Interim City Manager at any time, “without cause” with seven (7) days’ prior written notice.

8. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

9. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

10. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

11. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE as either an Acting or Interim City Manager subject only to the provisions in this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position as Acting or Interim City Manager subject only to the provisions in Agreement.

This Acting or Interim City Manager position shall have no effect on EMPLOYEE'S original hire date or seniority.

4. **COMPENSATION.** The total compensation for all work or services called for under this Agreement shall be zero percent (0%) above EMPLOYEE'S current compensation as of March 8, 2018. Instead, beginning March 9, 2018, EMPLOYEE shall accrue an additional nine (9) hours of paid time off, which shall be earned on a pro-rata basis and credited bi-weekly on the CITY'S normal payroll dates, and accounted for separately. Salary Resolution Number 2017-29, Section 4, Compensation, Paragraph D "Acting Pay" and Section 7 G. "Paid Time Off" "Accrual and Cash Out are hereby waived as follows:

a. Employee expressly waives any increase in pay specified in Section 4, Paragraph D which provides for additional compensation equal to five percent of the employee's base salary the event of appointment as City Manager; and

b. City hereby waives 1) the limits on accrued paid time off, and 2) the cash-out limits under Section 7, Paragraph G, which provides that all employees shall accrue 9.23 hours of paid time off with a cap of 340 hours, after which, paid time off will cease to accrue. Under this Agreement, Employee's accrual of the additional 9 hours per pay period of paid time off during his employment as Acting or Interim City Manager is exempt and shall not apply to Employee's accrual cap and cash out as Chief of Police. City shall keep track separately of said paid time off hours, and Employee may cash-out any of the additional paid time off hours separately from the requirements of Section 7 Paragraph G.

Except as to the aforementioned, or as to any periodic updates to the aforementioned Department Head Salary Resolution, or as stated in the letter agreement between EMPLOYEE and CITY dated March 9, 2016, all other salary and benefits existing as of March 8, 2018, shall remain the same.

This dual position of Acting or Interim City Manager/Police Chief is exempt under the Fair Labor Standards Act and, therefore, no overtime pay will be paid to EMPLOYEE based on hours worked.

5. **SEVERANCE.** EMPLOYEE shall not be entitled to severance or any additional compensation, other than as may be associated with the position of Chief of Police, upon termination of this Agreement by resignation, appointment of another City Manager, or for any other reason.

CITY: **CITY OF ARVIN**
 CITY HALL
 200 Campus Drive
 Arvin, California 93203

EMPLOYEE: **RICHARD GERALD BRECKINRIDGE**
 Address in EMPLOYEE's Personnel File

12. **ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

13. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

14. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in the exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

15. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

16. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

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

“CITY”

“EMPLOYEE”

By: _____
JOSE GURROLA
Mayor

By: _____
RICHARD GERALD BRECKINRIDGE

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, ESQ.
Aleshire & Wynder, LLP
City Attorney

Exhibits:
2017-29 Salary Resolution
Richard Jerry Breckinridge, March 9, 2016 letter of employment

RESOLUTION NO. 2017-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN,
CALIFORNIA, REPEALING AND REPLACING PREVIOUSLY
ADOPTED RESOLUTION NO. 2016-16 SETTING SALARY
RANGES AND BENEFITS FOR DIRECTORS/DEPARTMENT
HEADS EFFECTIVE MAY 3, 2016**

WHEREAS, Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, pursuant to the terms of the Arvin Municipal Code ("AMC"), Section 2.48.050, directors/department heads ("Department Heads") are not part of the City's "competitive service;" and

WHEREAS, pursuant to AMC sections 2.06.090 and 2.06.100 it shall be the duty of the City Manager to "appoint, remove, promote and demote any and all officers and employees of the city, except the City Attorney, subject to all applicable personnel ordinances, rules and regulations, and subject to the review and approval of the City Council;" and further under AMC section 2.06.150 it is the duty of the City Manager to prepare and submit the annual salary plan to the City Council for its approval; and

WHEREAS, the City recognizes that it is desirable to establish the salary, benefits and other terms and conditions of employment for Department Heads in order to maintain consistency among the Department Head classifications as well as comply with state and local laws; and

WHEREAS, on May 3, 2016, the Arvin City Council approved Resolution No. 2016-16 Revising and Superseding Resolution No. 2014-23 Relating To Salary Ranges and Benefits For Department Heads, which also superseded all prior resolutions adopted by the City Council of the City of Arvin to the extent said resolutions set the salary ranges or benefits for the employees governed by that Resolution No. 2016-16; and

WHEREAS, on May 3, 2016, the Arvin City Council approved the "City of Arvin Employee Classification and Salary Schedule" effective July 1, 2016, setting approved salary ranges for Department Heads; and

WHEREAS, pursuant to the requirements of the Public Employee Pension Reform Act of 2013 ("PEPRA") which requires a separate resolution to report compensation and employer paid member contributions to the California Public Employees' Retirement System ("CalPERS") employee retirement plan, the City Council adopted Resolution No. 16-22 on June 7, 2016, setting forth the Employer Paid Member Contributions for the retirement plan for department heads; and

WHEREAS, this Resolution, the Employee Salary Step Schedule, and the separate Employer Paid Member Contribution ("EPMC") Resolutions are necessary to establish and define the benefits, terms and conditions of employment for Department Heads; and

WHEREAS, staff recommends that the Council approve this resolution which provides additional protections for the City;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Arvin as follows:

SECTION 1. Designated Classifications; At-Will Status

The following non-represented positions are designated as classifications subject to the conditions set forth in this Resolution:

- 1) Chief of Police
- 2) Finance Director
- 3) Community Development Director

Any subsequently created Department Head positions shall also be subject to the conditions set forth in this Resolution. Each of the positions is considered "at will" and serves at the discretion of the City Manager.

SECTION 2. Supersession of Prior Salary Resolutions; Periodic Review.

Resolution 2016-16 is hereby repealed and replaced by this Resolution. Additionally, this Resolution supersedes any prior resolutions adopted by the City Council of the City of Arvin to the extent said resolutions set the salary ranges or benefits for the employees governed by this Resolution, save and except separately adopted resolutions which establish employer paid member retirement contributions as required under state public retirement laws, or as required under the Public Employee Pension Reform Act of 2013 ("PEPRA").

The City Council reserves the right and discretion to review and amend this Resolution as it deems necessary.

SECTION 3. Scope of Work.

- A. Personnel System. All employees covered by this Resolution shall be required to perform the scope of work set forth in the job description established for each of their respective positions, and perform additional related work as assigned by the City Manager, including evenings and weekends. All employees are bound by and subject to the anti-discrimination/harassment /retaliation and other City policies set forth in the City's personnel rules and regulations or as promulgated from time to time.

Pursuant to the Arvin Municipal Code Section 2.06.220, it shall be the duty of all subordinate officers to assist the City Manager in administering the affairs of the city efficiently, economically and harmoniously.

- B. Chief of Police. The Chief of Police is required to meet the requirements of the Peace Officers Standards and Training guidelines set forth in Title 8 of the California Code of Regulations throughout his/her employment.
- C. Exempt Status. Each of the positions set forth in this resolution are categorized as exempt from overtime under the Fair Labor Standards Act and the California Labor Code.

SECTION 4. Compensation.

- A. Salary Ranges and Steps. The City Manager shall establish the point in the salary range in which an individual should be initially assigned upon appointment based on experience, certifications and education. Thereafter, any salary increases awarded by the City Manager will be within the ranges set forth on the City of Arvin Employee Step Schedule approved by the City Council on or about May 3, 2016, as may be amended or updated from time to time by the City Council.
- B. Overtime Compensation. All employees in positions subject to this Resolution are exempt for purposes of state and federal wage and hour laws and are not entitled to overtime compensation or to compensatory time off. Benefits and salary are considered adequate compensation for demands outside of the standard hours of work that are placed on these positions.
- C. Additional Duties. Certain Department Heads may be required to perform special assigned duties outside the scope of their job description. The City Manager or City Council may assign special functions to an employee in this group category as deemed necessary in the course of City business.
- D. Acting Pay. In the event of appointment as City Manager in an acting capacity by the City Manager or City Council, the employee shall receive additional compensation equal to five percent (5%) of their base salary after performing City Manager duties for thirty (30) consecutive work days in the Acting position retroactive to the original appointment. This compensation shall remain in effect only for the duration of the assignment, and may not extend past ninety (90) calendar days unless otherwise approved by the City Manager or the City Council. Acting pay is considered Temporary Upgrade Pay under Title 2 CCR Section 571(a)(3) and not special compensation and therefore not "pensionable" unless otherwise required under state statute or regulations.
- E. Jury Duty. Department Heads summoned to jury duty shall receive their regular pay. In the event the employee receives any reimbursement from the pertaining judicial jurisdiction, court, and/or government agency, such reimbursement shall be forwarded to the City excluding mileage received for said jury duty.

- F. Mileage Reimbursement. Department Heads who are required to drive their personal vehicles in the performance of assigned job duties are entitled to mileage reimbursement at the Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable if determined to be reasonable and necessary. Mileage to and from the employee's residence to City offices is not subject to reimbursement.
- G. Compensation For Injury On Duty. City is insured for employee injuries which occur during the course of employment. Report any on the job injury or illness to the City Manager or designee immediately. The Worker's Compensation Program is administered under the Workers Compensation Law of the State of California through Acclamation Insurance Management Services ("AIMS").

SECTION 5. Residency Requirements.

The City does not require that Department Heads reside within the city limits of Arvin. However, as the Chief of Police may be needed on an emergency basis, the Chief of Police is required to take up permanent residence within a 45-minute drive of the city limits of Arvin. The City Manager shall have the authority to waive or modify this requirement as the needs of the City of Arvin so require.

SECTION 6. Performance Evaluations.

- A. Evaluation by City Manager. All employees shall be evaluated in writing by the City Manager.
- B. Occurrence. Performance evaluations shall occur in twelve (12) month intervals. Evaluation periods may be extended by leaves, or any circumstances which may prevent observation of an employee during the evaluation period as determined by the City Manager. Employees may be evaluated more frequently at the discretion of the City Manager. Performance evaluations should be conducted in conformance with Section 4.A of this Resolution.
- C. Delay or Postponement. Annual salary and performance evaluations for an employee absent for more than thirty (30) consecutive days for any reason shall be postponed an equal or reasonable number of days to allow for observation of performance, and retroactive increases shall be within the discretion of the City Manager.
- D. No Grievance or Appeal. Grievance or appeal of performance evaluations is not permitted. Employees who disagree with a performance evaluation may attach a written rebuttal to the performance evaluation within thirty (30) calendar days of receiving the evaluation. Performance evaluations, along

with any rebuttal, are maintained in the employee's personnel file and will be treated as confidential.

SECTION 7. Benefits.

- A. Health Insurance. The City shall provide employees with 100% of all premiums for medical, dental, and vision insurance.

The City will make available a cafeteria plan for benefits, such as deferred compensation, available to employees covered under this Resolution. Employees may participate in an "IRC Section 125" plan which allows the use of pre-tax dollars to offset out-of-pocket insurance premiums and medical costs.

1. Dependent Coverage. Non-sworn employees shall pay a maximum of \$150.00 per month for dependent coverage and the City will pay for any excess. Sworn employees shall pay a maximum of \$199.00 per month for dependent coverage and the City will pay for any excess.
2. Waiver of Insurance. Non-sworn and sworn employees who decline City's medical coverage will receive \$250.00 monthly in additional compensation in lieu of participation in the City's medical insurance program. Employees receiving alternative compensation for health care must provide proof of current insurance coverage annually.

B. Expenses and Reimbursements.

1. Reimbursement for Expenses. The City will reimburse all reasonable out-of-pocket expenses incurred while performing the duties set forth in the employee's job description. Said expenses may include, but is not limited to, travel, meals, lodging, mileage at the current IRS rates, and parking. Employees shall submit a receipt and a description of the expenses to the Finance Director within thirty (30) days of the date the expense was incurred. The Finance Director shall submit his/her expenses to the City Manager. Employees are required to obtain the advance approval of the City Manager for any expense greater than two-hundred dollars (\$200.00). Mileage to and from the employee's residence to City offices is not subject to reimbursement.
2. Electronic Equipment / Allowance. The Chief of Police shall be provided with a cellular phone to be used for official City business only. The Finance Director and Community Development Director shall be provided with a monthly allowance of one-hundred fifty dollars (\$150.00) which shall be used to pay the monthly premium for a cellular phone, which shall be used to conduct City business. Other electronic equipment, such as laptop computers, etc. may be provided to the employee on a temporary basis as approved by the City Manager. Electronic equipment is City property, and to the extent

allowed by law, at all times transmission and communications are or may be considered a public record. Therefore the employee has no reasonable expectation of privacy in the use of city-issued electronic equipment.

3. Vehicle Allowance. The Chief of Police is provided with a City vehicle to use during the performance of his duties. The Chief of Police may use this vehicle within Kern County limits for official business and must obtain prior City Manager approval to use the vehicle outside of Kern County. At no time and under no circumstances may the Chief of Police conduct non-City business or transport any non-City personnel in the vehicle, unless it is for City-related business. All employees are required to adhere to all City policies and procedures regarding use of City vehicles.
4. Uniform Expenses. The City shall pay for or reimburse the Chief of Police for reasonable uniform and equipment costs that are required for the performance of duties.

C. Holidays. Sworn and non-sworn employees shall be granted the same paid holidays as are granted to other employees in the current SEIU MOU. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

D. Retirement Benefits.

1. Social Security. City shall pay Social Security for non-sworn employees hired after September 1, 1994, at 50% of the Social Security/FICA payment per employee, and the employee shall pay fifty percent (50%).

City shall pay Social Security for sworn employees hired before July 1, 2007 at 100% of the employees' contribution to Social Security/FICA. For employees hired on or after July 1, 2007, the employees shall pay their full required employee contribution.

2. Retirement. City is a contracting agency of CalPERS. The City shall maintain and confirm by resolution applicable Employer Paid Member Contribution ("EPMC") payments for "classic" members and all previous employee cost sharing language as required by PEPRA and as determined by CalPERS. "New members" as defined and determined by CalPERS shall receive no EPMC as mandated by PEPRA and related statutes and regulations, which took effect on or after January 1, 2013.

Pursuant to Resolution 2016-22 on June 7, 2016, effective June 17, 2014, the City Council provides 100% of Employer Paid Member Contribution for Classic Sworn and Non-Sworn Department Heads.

a. Non-Sworn "Classic Members." Non-sworn "classic members" as defined and determined by CalPERS, shall be enrolled in the 2% at 55 plan, and City shall pay 100% of the employer-employee member contribution. "New" or "PEPRA" members shall be enrolled in the 2% at 62 plan, and comply with current PEPRA rules as determined by CalPERS.

b. Sworn.

For sworn "classic members" as defined and determined by CalPERS, the City will pay 100% of the employees' CalPERS contribution, and employee shall be enrolled in the 2% at 55 plan. Said contribution shall be paid directly to CalPERS designating the contribution to be credited to the employee's account. "New members" as defined and determined by CalPERS shall receive no EPMC as mandated by PEPRA and shall be enrolled in the 2% at 57 plan.

Sworn employees hired on or after January 1, 2013, with previous employment in another CalPERS system shall be enrolled in either the preexisting 2% at 55 retirement formula for public safety employees or the 2% @ 57 PEPRA-mandated retirement formula for public safety employees depending upon eligibility rules as established by CalPERS under PEPRA and related laws and regulations. Based upon the City's pre-existing contract with CalPERS, sworn members shall have their final compensation defined as the highest average annual final compensation during a consecutive thirty-six month period, subject to legally mandated caps for some or all employees.

3. Special Compensation.

The City will report as special compensation the value of EPMC. The special compensation shall be calculated on the base pay rate and reported as non-taxable to CalPERS. All CalPERS contributions are deferred compensation and the responsibility of the individual to report as taxable earnings upon withdrawal or retirement.

E. Disability Insurance. The City will provide long-term disability insurance available to the employee and will pay 100% of the premiums.

F. Life Insurance. The City will provide employees covered under this Resolution with life insurance and will pay 100% of the premium costs of such insurance, with a maximum payout of \$300,000.00.

G. Paid Time Off.

1. Accrual and Cash Out. All Employees shall accrue 9.23 hours of Paid Time Off ("PTO") per pay period with a cap of 340 hours, after which PTO will cease to accrue. PTO is a combination of vacation, sick leave, and compensated time off. Employees may cash out PTO for hours above 160 once per fiscal year. PTO will be cashed out upon separation from service at the employee's then base salary. All requests for PTO cash out shall be subject to the review and approval of the City Manager. Approval of PTO cash out shall be contingent upon the fiscal ability of the City.

2. Longevity Incentive.

a. Employees with 5 to 9 years of continuous city employment shall accrue PTO at a rate of 10.77 hours per pay period, with a cap of 380 hours, after which PTO will cease to accrue.

b. Employees with 10 or more years of continuous city employment shall accrue PTO at a rate of 12.30 hours per pay period, with a cap of 420 hours, after which PTO will cease to accrue.

3. Prior Accruals. Any other type of leave, whether vacation, sick, holiday or compensatory time off, shall no longer accrue as of the effective date of this Resolution. Employees may continue to use such leave balances, if any, until exhausted. Upon separation from service, any remaining leave balances subject to this paragraph, except for sick leave, shall be paid to the employee at the employee's then base salary rate.

4. Use of PTO: PTO shall be used in one (1) hour minimum increments, and must be approved by the City Manager or designee.

H. Leave of Absence Without Pay.

1. Requests for Leave of Absence. Employees may request a leave of absence without pay from the City Manager for up to three (3) months, in writing, setting forth the reason(s) for the request. The employee must also attach documentary evidence supporting the need for the leave of absence. When such advance notice is not practicable, the request must be submitted as soon as is practicable under the circumstances. The City Manager may request reasonable documentation, in addition to any documents attached to the employee's request, supporting the employee's reason for requesting

the leave. The approval or denial of such leaves of absence shall be in writing

2. Mandatory Exhaustion of Paid Leaves. An employee requesting a leave of absence, for any reason, shall be required to first fully exhaust all available and applicable paid leaves in order to be eligible to receive a leave of absence without pay. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) leave shall run concurrently with a medical leave provided it is so designated pursuant to City rules and regulations, in compliance with the FMLA or the CFRA. Pregnancy disability leave shall be administered under California law.
 3. Failure to Return from Leave. Failure to report promptly back to work at the expiration of the leave of absence without pay, or within a reasonable time after notice to return to duty, may subject the employee to termination.
 4. Non-Accrual and Exhaustion: Unless otherwise required by law, employees will cease to accrue PTO while on non-paid status, and upon exhaustion of all PTO time employees will be entirely responsible for payment of health care premiums.
- I. Professional Organizations. Upon advance approval of the City Manager, the City will pay for the professional dues, subscriptions and training necessary for the employee's participation in organizations necessary and desirable for their continued professional growth, to maintain professional licenses, advancement, and for the good of the City. Upon advance approval of the City Manager, the City will pay for or reimburse the employee for reasonable travel expenses related to meetings and conferences related to such professional organizations.
 - J. Bereavement Leave. Employees shall receive up to five (5) days bereavement leave benefit.

Employees may, after informing the appointing authority, take up to five (5) days of bereavement leave to attend the funeral or memorial service of an immediate family member. Bereavement leave shall not to be chargeable against an employee's PTO, or sick leave balances if available, but to be paid by the City to employee at the employee's regular salary.

For the purposes of bereavement leave, the employee's immediate family shall be defined as: spouse, child, stepchild, mother, stepmother, father, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, grandchild, immediate uncle or aunt (defined as brother or sister of employee's mother or father, or brother or sister of employee's guardian or employee's stepmother

or stepfather,) registered domestic partner or anyone living in the immediate household of the employee.

- K. Police Officer Standard Training ("POST"): Sworn employees shall receive reimbursement for maintaining POST certification, including related training and associated expenses. Sworn employees are not entitled to reimbursement for obtaining initial POST certification required by the job description for the sworn position.

SECTION 8. Grievance Procedure.

Department Head employees are not entitled to any grievance rights or process, including any formal grievance procedure.

SECTION 9 Layoff.

- A. In General. When, in the judgment of the City Manager, it is necessary to layoff or abolish any position covered by this Resolution, the following procedures shall apply. Employees laid off shall not be entitled to any appeal of the decision to layoff or abolish their position(s). Any employee affected by the provisions of this Section 9 shall not be entitled to any of the provisions set forth under Section 10 of this Resolution.
- B. Notification. Employees to be laid off shall be given, whenever possible, at least fourteen (14) days prior written notice.
- C. Vacancy and Demotion. The City Manager will evaluate whether there is an existing and open position in a lower class with a lower pay grade that the employee scheduled for layoff is qualified to hold. If the City Manager determines that the demotion is in the best interest of the City, the employee shall be so demoted. The salary and benefits shall be the then established salary/benefits for the position according to the salary schedule and classification of the demoted position at the time of the demotion.
- D. Severance. Employees who are laid off under this Section 9 shall receive severance pay equal to three (3) months' base salary. An employee who accepts a demotion to a vacant position under Section 9.C is not entitled to receive this severance package. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of a Director/Department Head with respect to severance pay in the event of the termination, other than for cause.

SECTION 10. Termination of Employment.

- A. At-Will Status. Consistent with their exclusion from the "competitive service" under Arvin Municipal Code, Section 2.48.050, employees covered by this Resolution are at-will employees. As such, an employee may be terminated

at any time, with or without cause, and with or without notice. Employees are not entitled to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except when the employee has a California or federal constitutional right to a name-clearing hearing.

- B. Resignation. An employee wishing to resign shall notify the City Manager, in writing, at least thirty (30) days in advance. The City Manager or designee shall accept the resignation in writing.
- C. Retirement. An employee planning to retire should notify the City Manager or designee in writing, with the effective date of said planned retirement. At least ninety (90) days' notice is required.
- D. Termination.
 - 1. Termination without Cause. The City Manager has the authority to terminate any employee under this Resolution. However, if an employee is terminated without cause, the employee shall be entitled to severance pay of three months' of his/her base salary. The employee shall be entitled to severance only as provided in this Section 10. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of a Director/Department Head with respect to severance pay in the event of the termination, other than for cause.
 - 2. Termination For Cause. The City Manager has the authority to terminate an employee covered under this Resolution for cause. An employee terminated for cause shall have no right to a severance payment. For purposes of this Resolution, "cause" shall include, but not be limited to the following:
 - a. Unsatisfactory job performance. A current evaluation is not a prerequisite to termination under this subsection;
 - b. Conviction of any felony, or conviction of a misdemeanor related to the employee's fitness to perform assigned duties;
 - c. Violation of a City rule, ordinance, resolution, or administrative policies or procedures;
 - d. Insubordination;
 - e. Dishonesty, including falsification of City records, etc., lack of attention to job duties, carelessness, or negligence;
 - f. Acceptance of bribes or extortion; improper use of City funds; acceptance of any gift, reward, or other form of compensation in

addition to regular compensation for performance of official duties other than as provided for by written City policy or state laws;

- g. Unauthorized absence from employment or abuse of leave;
 - h. Discourteous treatment of or failure to maintain satisfactory working relationships with employees, contractors, or the public;
 - i. Interfering with the work performance of others;
 - j. Reporting for work, or being at work, under the influence of or in position of alcohol, or non-prescribed controlled substances;
 - k. Failure to maintain an employment qualification; and/or
 - l. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.
3. Termination of Chief of Police. Any termination of the Chief of Police shall comply with the requirements of Government Code section 3300, *et seq.* All other provisions of this Section shall apply to the termination of the Chief of Police, unless prohibited by Government Code section 3300, *et seq.*

SECTION 11 Ethical Obligations

- A. Outside Employment, Enterprise, or Activity. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment or their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations. Employees are required to notify the City Manager in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment.

An employee's outside employment, enterprise, or activity must be approved by the City Manager in advance.

The employees described hereinabove are public employees and therefore subject to all conflicts of interest and ethics laws and regulations promulgated by the City and the State of California, and as such are under a duty to comply with such ethical obligations while employed at the City of Arvin.

SECTION 12 Conflict

Should any provision herein conflict with any employment agreement, the provisions in the employment agreement will prevail. All other and former salary or benefits resolutions contrary to, or inconsistent with, any provisions of this Resolution are amended to conform herewith.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Arvin City Council at a regularly scheduled meeting held on the 02nd day of May, 2017, by the following vote:

AYES: CM Ortiz, CM Madrigal, MPT Robles, Mayor Gurrola

NOES: _____

ABSTAIN: _____

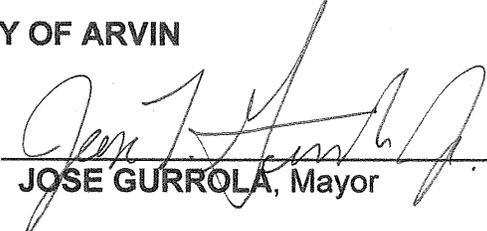
ABSENT: CM Martinez

ATTEST:



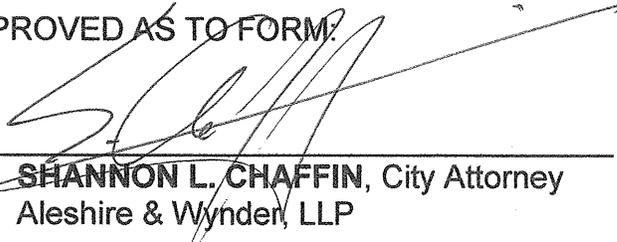
CECILIA VELA, City Clerk

CITY OF ARVIN

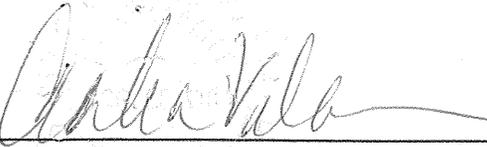
By: 

JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: 

SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, 
_____, City Clerk of the City of Arvin, California, DO
HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution
passed and adopted by the City Council of the City of Arvin on the date and by the vote
indicated herein.



CITY OF ARVIN

MAYOR
Jose Flores

March 9, 2016

MAYOR PRO TEM
Erika Madrigal

COUNCIL MEMBERS
Jose Gurrola, Jr.
Jess Ortiz
Jazmin Robles

CITY MANAGER
Alfonso Noyola

Richard "Jerry" Breckinridge
[REDACTED]

Re: Conditional & Contingent Offer of Employment - Chief of Police

Dear Mr. Breckinridge,

Please accept this letter as a conditional offer of employment as Chief of Police for the City of Arvin to be effective on April 4, 2016, contingent on City Council approval of a resolution confirming your appointment, salary and benefits. The Chief of Police is an at-will, overtime exempt position reporting directly to the City Manager, and not subject to the City's Personnel Rules and Regulations. As part of the City's executive management team, you will play a critical role serving the Arvin community and we are pleased to have you join us.

The proposed starting annual salary is \$105,000.00. It is also proposed that on the date of your one year anniversary of employment with the City you shall receive a ten (10%) percent salary increase, assuming a satisfactory or higher rating on your performance evaluation. Your proposed benefits and other terms of employment are set forth in the enclosed Resolution 2014-23, except as may be modified by the City Council through approval of a resolution confirming your appointment, salary and benefits.

The following post-offer conditions must also be met to obtain final employment:

1. You satisfactorily pass a pre-employment background investigation as mandated by state law and/or POST requirements, including a criminal history check;
2. You satisfactorily pass a pre-employment medical evaluation, including drug testing, as mandated by state law and/or POST requirements.
3. You satisfactorily pass a pre-employment psychological evaluation as mandated by state law and/or POST requirements.

Letter to Richard "Jerry" Breckinridge

March 9, 2016
Page 2

It is anticipated the City Council will consider the resolution identified above at its regular meeting on March 15, 2016. With regard to retirement benefits, subsection 7(E) of Resolution No. 2014-23 describes the contributions the City makes for "classic" members of CalPERS, not new members. It is our understanding that you may qualify as a "classic" member of CalPERS. CalPERS will ultimately make that determination. However, if you fall within the definition of a "new member" as defined by Government Code, section 7522.04, under the Public Employees Pension Reform Act ("PEPRA") the City is not permitted to pay the employee's share of the CalPERS contribution. In such case, you would be responsible to pay the employee's share of the CalPERS contribution.

If this conditional offer is acceptable to you, please sign below and return the original signature page to my attention.

Congratulations and welcome aboard.

Sincerely,


Alfonso Noyola,
City Manager

Enclosure: Resolution No. 2014-23

I, Richard Breckinridge, hereby accept this conditional offer of employment

Date: 3/9/2016

Signature: 
Richard Breckinridge



**CITY OF ARVIN
Agenda Report**

Meeting Date: March 15, 2016

TO: City Council

FROM: Alfonso Noyola, City Manager

SUBJECT: Consideration and Approval of A Resolution Approving the Point in the Salary Range at which the Permanent Police Chief will Begin, Establishing a Percentage Salary Increase after One Year of Satisfactory Employment with the City, And To Clarify City's Obligations Relate To CalPers Contributions Under Resolution No. 2014-23.

RECOMMENDATION:

Staff recommends approval of Resolution.

BACKGROUND:

After completing a multi-phase recruitment process, the City Manager was authorized to proceed with providing a conditional and contingent offer of employment as Chief of Police to Richard "Jerry" Breckinridge. On March 10, 2015 Mr. Breckinridge officially accepted this conditional and contingent offer. A true and correct copy of the Conditional & Contingent Offer of Employment is attached as Exhibit "A" to the attached resolution.

Pursuant to the requirements of the Resolution No. 2014-23 relating to salary ranges and benefits for department heads, the City Council must approve the beginning salary of the Chief of Police. Staff is proposing that Mr. Breckinridge's beginning salary be \$105,000.00 contingent upon him satisfactorily completing all of the conditions of employment set forth in the Conditional & Contingent Offer letter and his commencing employment with the City. In addition, staff is recommending that the Council approve a ten (10%) percent salary increase if Mr. Breckinridge successfully completes his first year of employment with the City and receives a "satisfactory" rating on the performance evaluation covering his first year of employment with the City.

Finally, staff wanted to ensure that Mr. Breckinridge fully understood the City's obligations regarding contributions to the California Public Employee Retirement System on his behalf. As such, the resolution makes clear that the following language contained in Section 7-E of Resolution No. 2014-23 does not apply to "new members" of CalPers as that term is defined by Government Code, section 7522.04:

On behalf of the employee, the City will pay 100% of the employee's share of the PERS contribution. The PERS contribution is deferred compensation and the responsibility of the individual to report as taxable earnings upon withdrawal or retirement.

Alternatives

The Council may approve the resolution as written or as modified by the City Council or the Council may vote to not approve the proposed resolution.

FISCAL IMPACT

Approval of the Resolution will commit the City to pay Mr. Breckinridge a base salary of \$105,000.00 as well as the benefits set forth in Resolution No. 2014-23. The total cost to the City of Mr. Breckinridge's compensation and benefits will be approximately \$135,000.00. The proposed ten percent increase in salary of the first year of satisfactory performance will cost the City an additional amount approximating \$10,500.00 plus commensurate increases in CalPers contributions if Mr. Breckinridge qualifies as a "classic member" of CalPers.

1 CITY OF ARVIN

2 RESOLUTION NO. 2014-23

3 A RESOLUTION OF THE CITY COUNCIL OF
4 THE CITY OF ARVIN, CALIFORNIA,
5 REVISING AND SUPERSEDING
6 RESOLUTION NO. 2010-24 RELATING TO
7 SALARY RANGES AND BENEFITS FOR
8 DEPARTMENT HEADS

9 WHEREAS, under the terms of the Arvin Municipal Code, Section 2.48.050, the
10 Department Heads are not part of the City's competitive service; and

11 WHEREAS, the City recognizes that it is desirable to establish the salary,
12 benefits and terms of employment for Department Heads in order to maintain
13 consistency among the Department Heads classifications; and

14 WHEREAS, on November 03, 2010, the Arvin City Council approved
15 Resolution No. 2010-24 relating to salary ranges and benefits for Department Heads;
16 and

17 WHEREAS, it is the intent of this Resolution to set forth and clarify certain
18 practices and procedures with regard to administration and nothing contained herein
19 shall be deemed to supersede the City's Merit Personnel System, including personnel
20 ordinances and resolutions, to the extent those documents apply to Department
21 Heads, unless otherwise specifically addressed herein.

22 WHEREAS, this Resolution shall supersede all prior resolutions, rules, policies,
23 contracts, and other documents regulating the employment of Department Heads; and

24 WHEREAS, this Resolution shall remain in effect until superseded by a
25 subsequent resolution concerning this matter; and

26 WHEREAS, Section K.1.b. of Resolution No. 2010-24 does not appropriately
27 reflect the use of leave banks for Department Heads hired after April 27, 2010 who are
28 approved for a non-medical leave of absences without pay; and.

WHEREAS, bereavement leave was not addressed in Resolution No. 2010-24
at the time of adoption and the Department Heads request that the Council consider
providing this option to the Department Heads as it is currently afforded to the represented
union employees; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the
City of Arvin as follows:

SECTION 1. Designated Classifications.

The following positions are designated as classifications subject to the
conditions set forth in this Resolution: Chief of Police, Finance Director, Planning and

1 Building Director. Any subsequently created Department Head positions shall also be
2 subject to the conditions set forth in this Resolution.

3 **SECTION 2. Periodic Review of Management Resolution.**

4 The City Council reserves the right and discretion to review and amend this
5 Resolution as it deems necessary.

6 **SECTION 3. Scope of Work.**

7 All employees covered by this Resolution shall be required to perform the scope
8 of work set forth in the job description established for each of their respective positions,
9 and perform additional related work as assigned by the City Manager. In accordance
10 with Arvin Municipal Code section 2.06.220, employees are required to assist the City
11 Manager in administering the affairs of the City efficiently, economically, and
12 harmoniously. In addition, the Chief of Police is required to meet the requirements of
13 the Peace Officers Standards and Training guidelines set forth in Title 8 of the
14 California Code of Regulations throughout his/her employment.

15 **SECTION 4. Compensation.**

16 A. Salary Ranges.

17 Each budgeted job classification covered by this Resolution shall have
18 a salary range. The current monthly salary ranges for the
19 positions is set forth below:

- 20 a. Finance Director: \$7,468.00 to \$9,731.00
- 21 b. Planning and Building Director: \$7,468.00 to \$9,731.00
- 22 c. Chief of Police: \$7,727.00 to \$10,700.00

23 Effective April 27, 2010, the base salary for the incumbents holding the
24 positions shall be:

- 25 d. Finance Director: \$94,598.00 per year
- 26 e. Planning and Building Director: \$94,598.00 per year
- 27 f. Chief of Police: \$99,608.00 per year

28 The City Manager shall establish, with prior City Council approval, the
point in the salary range in which an individual should be initially
assigned upon appointment.

- 29 B. Salary Review. Movement within the range is not automatic but is based
30 on a number of factors, including, but not limited to, performance during
31 the prior year, financial condition of the City, changes in salary given to

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represented employees, trends in comparative cities (as determined by the City Manager), cost of living, and any other relevant factors.

Employees Hired After April 27, 2010. After an employee has worked for 12 months from his/her date of appointment, he/she shall be eligible for salary adjustment within the established salary range. At the annual anniversary of the employee's appointment, the City Manager shall make a recommendation on salary for the following year to the City Council. The City Council, by majority vote, shall set the specific salary of each job classification by resolution.

Employees Hired Before April 27, 2010. Employees hired before April 27, 2010 shall be eligible for a salary adjustment within the established salary range beginning in April 2011. Thereafter, the assignment of an employee to a specific salary within the range shall be recommended annually in April to the City Council by the City Manager. The City Council, by majority vote, shall set the specific salary of each job classification by resolution.

C. Overtime Compensation. All employees in positions subject to this Resolution are exempt for purposes of state and federal wage and hour laws and are not entitled to overtime compensation or to compensatory time off. Benefits and salary are considered adequate compensation for demands outside of the standard hours of work that are placed on these positions.

SECTION 5. Residency Requirements.

The City does not require that any of its employees reside within the city limits of Arvin. However, the Chief of Police may be needed on an emergency basis, and the ability to report to the City in a quick manner is important. Therefore, the Chief of Police is required to take up permanent residence within 20 minutes of the city limits of Arvin. Individuals hired as the Chief of Police after April 27, 2010 shall be required to take up permanent residence within 35 minutes of the city limits of Arvin. The City Council shall have the authority to waive or modify this requirement as the needs of the City of Arvin so require.

SECTION 6. Performance Evaluations.

- A. All employees shall be evaluated in writing by the City Manager.
- B. At a minimum, performance evaluations shall occur in 12-month increments. However, employees may be evaluated more frequently at the discretion of the City Manager. Performance evaluations should be conducted in conjunction with the recommendation of the salary increase provided for under Section 4.B of this Resolution, and the evaluation should be a factor in the City Manager's recommendation to the City Council.

1 C. Employees who are absent for more than 15 consecutive days for any
2 reason shall have their performance evaluation and annual salary review
under Section 4.B postponed a matching number of days.

3 D. Employees who disagree with their performance evaluations may attach
4 written rebuttal material to the performance evaluation within thirty (30)
5 calendar days of receiving the evaluation. However, no appeal or
grievance of a performance evaluation may be had by an employee.

6 E. Performance evaluations, along with any rebuttal, are maintained in the
7 employee's personnel file and will be treated as confidential.

8 **SECTION 7. Management Benefits.**

9 A. General Interpretation. In this Section 7, when reference is made that
10 the employees covered by this Resolution shall receive the same benefit
as is provided to other employees the following interpretations will apply:

11 The Chief of Police shall receive the same benefit as is provided to
12 other sworn employees.

13 The Finance Director and Planning and Building Director shall receive
14 the same benefit as is provided to other non-sworn employees.

15 If reference is made to the employees receiving the same benefit as is
16 provided to other management employees, then the employees
shall receive the same benefit provided to the City Manager.

17 B. Health Insurance. The City shall provide employees with medical, dental,
18 and vision insurance. The City shall pay all premiums for the employee's
19 coverage and shall provide 50% of the cost of the premiums for the
20 employee's eligible dependants. For the incumbent Finance Director, the
21 City shall pay all premiums for the employee's coverage and shall pay all
22 of the premiums for the employee's eligible dependants. If employees
choose to opt out of the medical insurance program, they may receive
100% of the cost of the employee-only premium as compensation.
Employees wishing to partake of this benefit must show proof of medical
insurance annually.

23 C. Expenses and Reimbursements.

24 Reimbursement for Expenses. The City will reimburse all reasonable
25 out-of-pocket expenses incurred while performing the duties set
26 forth in the employee's job description. Said expenses may
include, but is not limited to, travel, meals, lodging, mileage at the
27 current IRS rates, and parking. Employees shall submit a receipt
and a description of the expenses to the Finance Director within
30 days of the date the expense was incurred. The Finance
28 Director shall submit his/her expenses to the City Manager.

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Employees are required to obtain the advance approval of the City Manager for any expense greater than \$200.00.

Electronic Allowance. The Chief of Police shall be provided with a cellular phone to be used for official City business only. The Finance Director and Planning and Building Director shall be provided with a monthly allowance of \$150.00 which shall be used to pay the monthly premium for a cellular phone, which shall be used to conduct City business.

Vehicle Allowance. The Chief of Police is provided with a City vehicle to use during the performance of his duties. The Chief of Police may use this vehicle within Kern County limits for official business. He/She must obtain prior City Manager approval to use the vehicle outside of Kern County. At no time and under no circumstances may the Chief of Police conduct non-City business or transport any non-City personnel in the vehicle, unless it is for City-related business. All employees are required to adhere to all City policies and procedures regarding use of City vehicles.

Uniform Expenses. The City shall pay for or reimburse the Chief of Police for uniform and equipment costs that are required for the performance of his duties.

D. Holidays. Employees shall be granted paid holidays to the same extent that such holidays are granted to other non-sworn City employees.

E. Retirement.

As a contracting agency of the Public Employees' Retirement System ("PERS"), the City will contribute the normal employer's share of PERS retirement. The City's program shall consist of the 2% at 55 for the Finance Director and Building and Planning Director, and 2% at 55 for the Chief of Police.

On behalf of the employee, the City will pay 100% of the employee's share of the PERS contribution. The PERS contribution is deferred compensation and the responsibility of the individual to report as taxable earnings upon withdrawal or retirement.

The City will report as special compensation the value of employer-paid member contributions (EPMC). The special compensation shall be calculated on the base pay rate and reported as non-taxable to PERS.

F. Medicare and Social Security. The City has opted in to the Medicare and social security programs administered by the federal government. The City will contribute 100% of the employer's share of these premiums. The employee shall contribute 100% of the employee's share of these

1 premiums. However, the incumbent holding the position of Finance
2 Director as of April 27, 2010, shall have 100% of the employee share of
3 Medicare and social security paid by the City.

4 G. Cafeteria Plan. The City will make a cafeteria plan available to
5 employees, and shall pay the administrative costs of such a plan.

6 H. Disability Insurance. The City will make long-term disability insurance
7 available to the employee and will pay 100% of the premium costs of
8 such insurance.

9 I. Life Insurance. The City will make life insurance available to the
10 employee and will pay 100% of the premium costs of such insurance.

11 J. Paid Leaves of Absence. The Finance Director or Building and Planning
12 Director and any future employees hired to hold the position of Chief of
13 Police after April 27, 2010, shall accrue leave according to the provisions
14 contained in Section 7.J.1. Employees holding the positions of Chief of
15 Police as of April 27, 2010, shall accrue leave according to the provisions
16 contained in Section 7.J.2.

17 Paid Time Off Bank.

18 1. Except as set forth in section 7.J.2, Employees shall accrue
19 9.23 hours of Paid Time Off ("PTO") per pay period. PTO is
20 a combination of vacation, sick leave, and management
21 leave.

22 2. The Finance Director and Planning and Building Director
23 hired before April 27, 2010 shall accrue PTO without
24 limitation. Any employees hired after April 27, 2010 shall
25 be entitled to accrue up to 1,120 hours. Once an employee
26 accrues 1,120 hours of PTO, he/she shall cease accruing
27 PTO until he/she is below the 1,120-hour cap. Accrued, but
28 unused, PTO shall be paid out to the employee in the event
of resignation, retirement, termination, or death at the
employee's then-current rate of pay.

Leaves of Absence for Chief of Police. The Chief of Police hired
before April 27, 2010 shall not accrue PTO according to the
provisions above, but shall instead accrue paid leaves of absence
as set forth below.

3. Vacation. The Chief of Police shall accrue four hours of
paid vacation per pay period. Vacation leave shall accrue
without limitation. Accrued, but unused, vacation shall be
paid out to the employee in the event of resignation,
retirement, termination, or death at the employee's then-
current rate of pay.

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d. Sick Leave. The Chief of Police shall accrue four hours of paid sick leave per pay period. Sick leave shall accrue without limitation. Accrued, but unused, sick leave shall not be paid out to the employee for any reason.

e. Management Leave. The Chief of Police shall accrue four hours of paid management leave per pay period. Management leave shall accrue without limitation. Accrued, but unused, management leave shall be paid out to the employee in the event of resignation, retirement, termination, or death at the employee's then-current rate of pay.

K. Leave of Absence Without Pay. Employees may request a leave of absence without pay from the City Manager.

Mandatory Exhaustion of Paid Leaves.

a. Medical Leave. If an employee is requesting a leave of absence for medical reasons, the employee is required to fully exhaust all of his/her paid leaves in order to be eligible to receive a leave of absence without pay.

b. Non-Medical Leave. If an employee is requesting a leave of absence for non-medical reasons, the employee is not required to fully exhaust all of his/her paid leaves, in order to be eligible to receive a leave of absence without pay.

Length of Leave. The City Manager, in his/her discretion, may grant a leave of absence without pay for up to three months. After the initial three months of leave of absence without pay, the City Manager may, in his/her discretion, extend the leave for an up to nine additional months in a maximum of three-month increments. However, unless otherwise required by law, in no circumstances shall the total amount of unpaid leave be longer than 12 months.

Process for Requesting Leave. An employee requesting a leave of absence without pay must submit his/her request to the City Manager in writing in advance and must set forth the reason(s) for the request. The employee must also attach documentary evidence supporting his/her need for the leave of absence. When such advance notice is not practicable, the request must be submitted as soon as is practicable under the circumstances. The City Manager may request reasonable documentation, in addition to any documents attached to the employee's request, supporting the employee's reason for requesting the leave. The approval or denial of such leaves of absence shall be in writing.

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Failure to Return from Leave. An employee who fails to report promptly back to work at the expiration of the Leave of Absence without Pay, or within a reasonable time after notice to return to duty, shall be terminated.

L. Professional Organizations. Upon advance approval of the City Manager, the City will pay for the professional dues and subscriptions necessary for the employees' participation in organizations necessary and desirable for their continued professional growth and advancement and for the good of the City. Upon advance approval of the City Manager, the City will pay for or reimburse the employees for reasonable travel expenses related to meetings and conferences related to such professional organizations.

M. Educational Reimbursement. Employees shall be granted educational reimbursement to the same extent that such reimbursement is granted to other non-sworn City employees.

- N. Bereavement Leave.
1. The Chief of Police shall receive the same bereavement leave benefit as is provided to other sworn employees.
 2. Department Heads, other than the Chief of Police, shall receive the same bereavement leave benefit as is provided to other non-sworn employees.

SECTION 8. Grievance Procedure.

A. Grievance Defined. An expressed claim by an employee covered by this Resolution that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the Personnel Ordinance, the Municipal Code, this Resolution, or other ordinance, resolution, or written policy that applies to a Department Head. Specifically excluded from the grievance procedures are the following:

- Performance evaluations;
- Deferred merit salary increases;
- Disciplinary action;
- Policy decisions of the City Council; and
- Matters for which there is a separate appeal.

B. Grievance Procedure.

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Step 1. The employee shall inform the City Manager, in writing, of his/her grievance and the relevant facts of the grievance within seven calendar days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and the City Manager within seven calendar days after the employee has provided his/her written grievance. The City Manager shall advise the employee in writing within fourteen calendar days of the conference with the employee.

Step 2. If the grievance is not satisfactorily resolved by the City Manager, the employee may, within seven calendar days of receipt of the City Manager's decision, submit the grievance to the City Manager for consideration by the City Council. Such submittal shall include the original grievance documents, a written statement of any issues which are still in dispute, the specific basis upon which the employee takes issue with the position of the City Manager, the specific provision of the ordinance, resolution, or written policy the employee asserts has been violated, and the remedy the employee seeks. The City Council or its designee shall take such review and investigative action as it deems necessary. Any hearings or meetings conducted shall be in private unless the employee requests they be conducted in public. The City Council or its designee shall provide its decision to the employee in writing within a reasonable period of time. The decision of the City Council or its designee is final.

C. General Provisions.

No retribution or prejudice shall be suffered by employees making good faith use of the grievance procedures. However, abuse of these grievance procedures may result in disciplinary action being taken against the employee.

Failure by the City at any step of this procedure to communicate its decision within the specified time limits shall permit the employee to proceed to the next step.

The employee will be present at all steps of the grievance procedure. However, the employee may not be present during closed session deliberations by the City Council.

Failure by the employee at any step of his procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision rendered, and the employee shall waive all rights to further appeal.

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All time limits specified in this grievance procedure may be extended by a mutual written agreement.

SECTION 9. Layoff.

- A. In General. When, in the judgment of the City Manager, it is necessary to layoff or abolish any position covered by this Resolution, the following procedures shall apply. Employees laid off shall not be entitled to any appeal of the decision to layoff or abolish their position(s). Any employee effected by the provisions of this Section 9 shall not be entitled to any of the provisions set forth under Section 10 of this Resolution.
- B. Notification. Employees to be laid off shall be given, whenever possible, at least 14 days prior written notice.
- C. Vacancy and Demotion. The City Manager will evaluate whether there is an existing and open position in a lower class with a lower pay grade that the employee scheduled for layoff is qualified to hold. If the City Manager determines that the demotion is in the best interest of the City, the employee shall be so demoted, and his/her salary and benefits shall be those established for the position to which he/she has been demoted.
- D. Severance. Employees who are laid off under this Section 9 shall be entitled to receive a severance package equal to one month's base salary. An employee who accepts a demotion to a vacant position under Section 9.C is not entitled to receive this severance package.

SECTION 10. Termination of Employment.

- A. At-Will Status. Consistent with their exclusion from the competitive service in Arvin Municipal Code, Section 2.48.050, employees covered by this Resolution are at-will employees. As such, an employee may be terminated at any time, with or without cause, and with or without notice. Employees are not entitled to any form of pre- or post-termination of employment hearing, appeal, or other administrative process pertaining to termination, except when the employee has a California or federal constitutional right to a name-clearing hearing.
- B. Resignation. If an employee wishes to resign his/her position, the employee should notify the City Manager, in writing, of his/her intention to resign and the effective date of said resignation. The City requests that a resigning employee provide the City with at least 30 days' notice of his/her resignation.
- C. Retirement. If an employee wishes to retire, the employee should notify the City, in writing, of his/her intention to retire and the effective date of said retirement. The City requests that a retiring employee provide the City with at least 90 days' notice of his/her retirement.

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D. Termination.

Termination without Cause. The City reserves the right to terminate any employee under this Resolution. However, if an employee is terminated without cause the employee shall be entitled to severance pay of three months of his/her base salary.

Termination with Cause.

- a. The City retains the right to terminate the employee's employment for cause. If the employee is terminated for cause, he/she shall have no right to a severance payment. For purposes of this Resolution, "Cause" shall include, but not be limited to the following:
 - (1) Unsatisfactory job performance;
 - (2) Conviction of any felony, or conviction of a misdemeanor related to the employee's fitness to perform assigned duties;
 - (3) Violation of City rule, ordinance, resolution, or administrative policies or procedures;
 - (4) Insubordination;
 - (5) Dishonesty, including falsification of City records;
 - (6) Lack of attention to job duties, carelessness, or negligence;
 - (7) Acceptance of bribes or extortion; improper use of City funds; acceptance of any gift, reward, or other form of compensation in addition to regular compensation for performance of official duties other than as provided for by written City policy or state laws;
 - (8) Unauthorized absence from employment or abuse of leave;
 - (9) Discourteous treatment of or failure to maintain satisfactory working relationships with employees, contractors, or the public;
 - (10) Interfering with the work performance of others;
 - (11) Reporting for work, or being at work, under the influence of or in position of alcohol, or non-prescribed controlled substances;

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- (12) Failure to maintain an employment qualification; and/or
- (13) Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

Termination of Chief of Police. Any termination of the Chief of Police shall comply with the requirements of *Government Code* section 3300, *et seq.* All other provisions of this Section shall apply to the termination of the Chief of Police, unless they are prohibited by *Government Code* section 3300, *et seq.*

SECTION 11. ETHICAL OBLIGATIONS

A. Outside Employment, Enterprise, or Activity. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4.7, no employees may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment their ability to perform their duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of City operations. Employees are required to notify the City Manager in writing of all outside employment in which they are engaged, regardless of when that outside employment began, so that the City may assess whether such outside employment conflicts with the employee's City employment.

An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

- It involves the use for private gain or advantage of his/her City time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of his/her City employment;
- It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her City employment or as part of his/her duties as a City employee;
- It involves the performance of an act, in other than his/her capacity as a City employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the City; or
- It involves the time demands as would render performance of his/her duties as a City employee less efficient.

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When outside employment is reported to the City Manager, he/she shall determine whether the employee's outside employment conflicts with the performance of the employee's duties, and shall advise the employee of his/her determination in writing. An employee who is unsatisfied with the decision of the City Manager may appeal the decision to the City Council in accordance with the grievance provisions set forth in Section 8 of this Resolution.

B. Contracts and Conflicts of Interest. In accordance with California Government Code Title 1, Division 4, Chapter 1, Article 4, no City employee can be financially interested in any contract made by him/her in his/her official capacity, or by any body or board of which he/she is a member. All employees of the City are required to adhere to the provisions of Article 4 of Title 1, Division 4, Chapter 1 of the Government Code.

C. Conduct During the Workday. During the workday, employees are expected to devote their full time in the performance of their assigned duties. In addition, all City equipment and property is intended for City business only. Any approved outside work, part time job, hobbies, or personal business must be performed during off duty hours.

D. Employees with Access to Confidential Information. In performing their duties, employees may have access to confidential information, including employees' personnel files and the personal or financial information of other City employees or persons who do business with the City. In addition, some City employees will be involved in some communications with the City Attorney's Office, which can be protected by the attorney-client privilege. Employees are required to maintain the confidentiality of such information.

E. Political Activity. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, employees may not engage in political activity during working hours, while on City property on which members of the public would not be entitled to engage in political activities, or while in uniform.

F. Solicitation of Political Contributions. Consistent with the provisions of California Government Code Title 1, Division 4, Chapter 9.5, no City employee may knowingly, directly or indirectly, solicit a political contribution from a City employee, City officer, or person on an employment list. However, this does not prohibit City employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include City employees. This also does not prohibit a City employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of City

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employees, provided that such solicitation cannot occur during working hours or while on City property.

For purposes of this Section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

SECTION 12: REPEAL OF RESOLUTION NO. 2010-24

By adopting this Resolution the City Council intends that it supersede Resolution 2010-24. Therefore, upon the adoption of this Resolution, Resolution No. 2010-24 is hereby repealed.

I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Arvin City Council at a regularly scheduled meeting held on the 17th day of June, 2014, by the following vote:

AYES: CM Gurrola, CM Pichardo, MPT Vasquez, Mayor Flores

NOES: _____

ABSENT: CM Ojeda

ABSTAIN: _____

ATTEST:



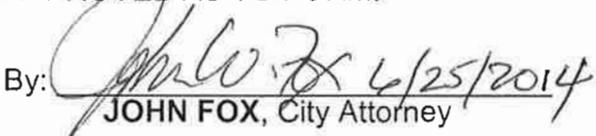
CECILIA VELA, City Clerk

ARVIN CITY COUNCIL

By: 

JOSE FLORES, Mayor

APPROVED AS TO FORM:

By: 

JOHN FOX, City Attorney

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



CITY OF ARVIN Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: Pawan Gill, Human Resources Manager

SUBJECT: Approval of A Resolution of the City of Arvin Approving a Contract Services Agreement for Consulting and Transitional Services with Alfonso Noyola.

BACKGROUND:

The current City Manager, Mr. Noyola, has formally submitted his resignation effective March 31, 2018. During his service, Mr. Noyola handled a variety of matters for the City, including some long-term items, some of which are currently pending. While Mr. Noyola has completed transitioning items, and has volunteered to be reasonably available by phone for questions over the next few months to help with the transition process, this does not cover certain circumstances involving potential litigation, proceedings or other matters that could arise. For example, pending negotiations or testifying as a witness in anticipated litigation, may require more than basic background information, etc.

Staff is proposing an agreement that would provide a mechanism for Mr. Noyola to be available for, and cooperate with the City Attorney or City staff regarding, negotiations, administrative and/or civil proceedings related to City matters or actions (including but not limited to state or federal court or agencies such as OSHA, CalTrans, WCAB, DFEH or EEOC) without the necessity of a subpoena, including investigatory processes, disciplinary actions or civil litigation. This may include, but is not limited to, negotiations, depositions, hearings, and/or courtroom testimony, which could be throughout the State in California including in Arvin, Fresno or Sacramento, California.

The agreement would also provide a mechanism for Mr. Noyola to be reasonably available to provide information and advice regarding items related to, or arising from, matters that occurred or information obtained during Mr. Noyola's service at the City, including agreements, franchises, contracts, land use, transportation, permits, performance expectations, City Council and personnel issues, and items where information is either not otherwise available to City or which is readily available to Mr. Noyola. Mr. Noyola will also provide up to 12 hours of consulting services for free.

The agreement does not authorize Mr. Noyola to provide City Manager services, to direct or supervise employees, or to act on behalf of the City.

While the agreement is capped such that it is within the Acting/Interim City Manager's authority to approve, it is being presented to the Council in an open forum to promote transparency given the nature of the agreement.

FINANCIAL IMPACT:

The proposed agreement is capped at \$15,000.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution approving the Contract Services Agreement for Consulting and Transitional Services with Alfonso Noyola.

ATTACHMENTS:

A Resolution of the City of Arvin Approving a Contract Services Agreement for Consulting and Transitional Services with Alfonso Noyola (includes Agreement with attachments)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN,
CALIFORNIA, APPROVING A CONTRACT SERVICES AGREEMENT
FOR CONSULTING AND TRANSITIONAL SERVICES WITH ALFONSO
NOYOLA**

WHEREAS, Mr. Noyola has served as Arvin City Manager from January 5, 2015 to March 31, 2018; and

WHEREAS, During his service, Mr. Noyola handled a variety of matters for the City, including some long-term items, which are currently pending; and

WHEREAS, As a result, Mr. Noyola is uniquely familiar with certain pending business of the City; and

WHEREAS, Mr. Noyola has recently accepted work in the state of Nevada as a city manager; and

WHEREAS, Mr. Noyola has transferred all pending items to his successor, and has volunteered to be available by telephone to provide background information, etc., to City staff and the Acting City Manager upon request as his new work schedule may allow; and

WHEREAS, The City recognizes that certain items, such as pending negotiations or testifying as a witness in anticipated litigation, may require more than basic background information, etc.; and

WHEREAS, The City desires to enter into an agreement with Mr. Noyola to ensure his unique background and expertise are available as warranted to address pending items and to otherwise ensure a smooth transition of City business; and

WHEREAS, Mr. Noyola has indicated he is willing to provide transitional services under this Agreement, with the understanding that the City be flexible to accommodate his new employment.

NOW THEREFORE, be it resolved by the City Council of the City of Arvin as follows:

1. The recitals above are true and correct and incorporated herein by this reference.
2. The City Council authorizes the Mayor or the Acting/Interim City Manager to enter into an agreement and execute a Contract Services Agreement For Consulting And Transitional Services With The City Of Arvin with Alfonso Noyola, in substantially the same terms as attached hereto as Exhibit "A," subject to approval as to legal form by the City Attorney.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regular meeting held on the 20th day of March, 2018, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.

EXHIBIT "A"

**CONTRACT SERVICES AGREEMENT FOR
CONSULTING AND TRANSITIONAL SERVICES WITH THE CITY OF ARVIN**

AGREEMENT NO. _____

**CONTRACT SERVICES AGREEMENT FOR
CONSULTING AND TRANSITIONAL SERVICES WITH
THE CITY OF ARVIN**

This Contract Services Agreement for Consulting and Transitional Services (“Agreement”) is hereby made and entered into effective this 1st day of April, 2018, by and between the **CITY OF ARVIN**, a California municipal corporation (“City”), and **ALFONSO NOYOLA**, an individual (“Mr. Noyola”).

RECITALS

A. Mr. Noyola has served as Arvin City Manager from January 5, 2015 to March 31, 2018; and

B. During his service, Mr. Noyola handled a variety of matters for the City, including some long-term items, which are currently pending; and

C. As a result, Mr. Noyola is uniquely familiar with certain pending business of the City; and

D. Mr. Noyola has recently accepted work in the state of Nevada as a city manager; and

E. Mr. Noyola has transferred all pending items to his successor, and has volunteered to be available by telephone to provide background information, etc., to City staff and the Acting City Manager upon request as his new work schedule may allow; and

F. The City recognizes that certain items, such as pending negotiations or testifying as a witness in anticipated litigation, may require more than basic background information, etc.; and

G. The City desires to enter into an agreement with Mr. Noyola to ensure his unique background and expertise are available as warranted to address pending items and to otherwise ensure a smooth transition of City business; and

H. Mr. Noyola has indicated he is willing to provide transitional services under this Agreement, with the understanding that the City be flexible to accommodate his new employment.

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AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. SERVICES OF MR. NOYOLA

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Mr. Noyola shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference, on an as-needed basis.

1.2 Accommodation of Schedule. In requesting services under the Scope of Services, the City shall take reasonable efforts to accommodate Mr. Noyola’s work schedule and to provide advance notice as reasonably possible.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Mr. Noyola shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00) (“Contract Sum”).

2.2 Method of Payment. Provided that Mr. Noyola is not in default under the terms of this Agreement, Mr. Noyola shall be paid for work performed no more than once per month. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Mr. Noyola acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period.

2.3 Additional Expenses. If, at the request of the City, Mr. Noyola is required to incur out of pocket expenses as part of his services (including but not limited to, out-of-town travel and lodging), Mr. Noyola shall be entitled to reimbursement of such expenses only if approved in advance in writing by the Contract Officer, as defined below, or designee. Mr. Noyola shall only be reimbursed for those expenses which: (i) appear on Mr. Noyola’s monthly invoices; (ii) are accompanied by a copy of the City’s written authorization for Mr. Noyola to incur such expenses; and (iii) receipts documenting such expenses.

3. COORDINATION OF WORK

3.1 Representative of Mr. Noyola. Alfonso Noyola is designated as the sole representative that is authorized to act on his behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City Manager, or designee, is hereby designated as being the representative of the City authorized to act on its behalf with respect to the work and

services specified herein and make all decisions in connection therewith (“Contract Officer”). The City may designate another Contract Officer by providing written notice to Mr. Noyola.

3.3 Prohibition Against Subcontracting or Assignment. Mr. Noyola shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City; the services provided herein are personal based upon the unique knowledge, skills and abilities acquired by Mr. Noyola. Subcontracting for services is strictly prohibited under this Agreement unless it is clerical in nature and with the advance notice to and approval by City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Mr. Noyola, his agents, or employees, perform the services required herein, except as otherwise set forth on Exhibit “A.” Mr. Noyola shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role.

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

3.7 Standard of Performance. Mr. Noyola shall perform all work to the highest professional standards as a former California City Manager and certified member of the International City Management Association, and in a manner reasonably satisfactory to the Contract Officer or his/her designee. The Contract Officer or his/her designee may from time to time assign additional or different tasks or services to Mr. Noyola, provided such tasks are within the scope of services described in Exhibit “A.” However, no additional or different tasks or services shall be performed by Mr. Noyola other than those specified in Exhibit “A,” or as assigned in writing to Mr. Noyola by the Contract Officer or designee.

3.8 Confidentiality. Mr. Noyola in the course of his duties may have access to confidential data or information of City, private individuals, or employees of the City. Mr. Noyola covenants that all data, documents, discussion, or other information developed or received by Mr. Noyola or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Mr. Noyola without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Mr. Noyola’s covenant under this section shall survive the termination of this Agreement.

4. **TERM**

4.1 **Term.** Unless earlier terminated in accordance with Section 4.2 below, this Agreement shall continue in full force and effect until April 1, 2019.

4.2 **Termination Prior to Expiration of Term.** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, Mr. Noyola shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Mr. Noyola shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

5. **MISCELLANEOUS**

5.1 **Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental agency of competent jurisdiction.

5.2 **Licenses, Permits, Fees and Assessments.** Mr. Noyola shall obtain, at his 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.

5.3 **Ownership of Work Product.** All reports, documents or other written material developed by Mr. Noyola in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Mr. Noyola.

5.4 **Covenant Against Discrimination.** Mr. Noyola covenants that, by and for himself, his heirs, executors, assigns and all persons claiming under or through him, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or other protected class, in the performance of this Agreement and further will comply with all rules and regulations of City relating thereto.

5.5 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to Mr. Noyola, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Mr. Noyola or to his successor, or for breach of any obligation of the terms of this Agreement.

5.6 **No Conflict of Interest.** No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any state statute or regulation. Mr. Noyola warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this

Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Mr. Noyola shall provide the City with an executed statement of economic interest.

Mr. Noyola covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by him under this Agreement, or which would conflict in any manner with the performance of his services hereunder. Mr. Noyola further covenants that, in performance of this Agreement, no person having any such interest shall be employed by him. Furthermore, Mr. Noyola shall avoid the appearance of having any interest which would conflict in any manner with the performance of his services pursuant to this Agreement.

Mr. Noyola covenants not to give or receive, or promise to give or receive, any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Mr. Noyola. Mr. Noyola's covenant under this section shall survive the termination of this Agreement for a period of one year.

5.7 Notices. Any notice or other 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 City, to the City Manager, City of Arvin, 200 Campus Drive, Arvin, CA 93203, and in the case of Mr. Noyola, to the address designated on file with the City.

5.8 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.

5.9 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that 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. This Agreement may be amended at any time by a writing signed by both parties.

5.10 Governing Law. This Agreement shall be interpreted, construed and enforced 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 Kern, State of California, or any other appropriate court in such county, and Contractor 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 Eastern District of California, in the County of Fresno, State of California.

5.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

5.12 Severability. In the event that part of 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 portions 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.

5.13 Waiver. 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. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. 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.

5.14 Attorneys’ Fees. If either party to this Agreement is required to initiate, 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, administrative, or equitable, shall be entitled to reasonable attorneys’ fees, whether or not the matter proceeds to judgment.

5.15 Authority. 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY
CITY OF ARVIN, a municipal corporation

ALFONSO NOYOLA

By: _____
R. Jerry Breckinridge
Acting City Manager

By: _____
Alfonso Noyola

ATTEST:

By: _____
Cecilia Vela, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Shannon L. Chaffin, City Attorney

**EXHIBIT “A”
SCOPE OF SERVICES**

SERVICES TO BE PROVIDED

Mr. Noyola shall provide the following services to the City, at the direction of the Contract Officer, on an as-needed basis.

- Participate in teleconferences with City staff as requested.
- Be reasonably available to provide information and advice regarding items related to, or arising from, matters that occurred or information obtained during Mr. Noyola’s service at the City, including agreements, franchises, contracts, land use, transportation, permits, performance expectations, City Council and personnel issues, and items where information is either not otherwise available to City or which is readily available to Mr. Noyola.
- Be available for, and cooperate with the City Attorney or City staff regarding, negotiations, administrative and/or civil proceedings related to City matters or actions (including but not limited to state or federal court or agencies such as OSHA, CalTrans, WCAB, DFEH or EEOC) without the necessity of a subpoena, including investigatory processes, disciplinary actions or civil litigation. This may include, but is not limited to, negotiations, depositions, hearings, and/or courtroom testimony, which could be throughout the State in California including in Arvin, Fresno or Sacramento, California. These services shall require prior approvals in writing by the City.
- Provide additional related services as may be requested by the Contract Officer.

**EXHIBIT “B”
SCHEDULE OF COMPENSATION**

Mr. Noyola shall provide up to four hours per month, for the first three months, without charge to the City. For any additional time above four hours per month, or after three months, Mr. Noyola shall be paid for actual time worked, pursuant to the following fee schedule:

General Consulting Services	\$70.00 per hour
Mileage	IRS Current Rate
Out of Pocket and Travel Expenses	Reasonable Costs

Mr. Noyola shall submit detailed invoices once per month to the Contract Officer seeking compensation for services provided and approved reimbursements in a form approved by the City’s Finance Director. Mr. Noyola shall bill in six minute increments or 0.1 hours for time spent providing the services.

Payment to the Mr. Noyola pursuant to this Agreement shall not exceed the Contract Sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00). Contingency must be authorized prior to work commencing by the Contracting Officer.

Any services rendered beyond the Contract Sum shall not be reimbursed unless first approved by the City Council of the City.

Expenses:

Mr. Noyola shall seek prior written approval from the City for any expenses related to the services provided pursuant to this Agreement that Mr. Noyola seeks to have reimbursed, including, but not limited to, the actual cost of materials, equipment, and supplies.

Reimbursement:

Upon rendering of any services, or once every thirty (30) days, whichever is shorter, Mr. Noyola shall submit invoices to the Contract Officer detailing by line item the charges by the following categories:

- Professional services provided;
- Travel time and mileage;
- Materials;
- Equipment; and
- Supplies.



CITY OF ARVIN Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: Adam Ojeda, P.E.; City Engineer
Alfonso Noyola, ICMA-CM, City Manager

SUBJECT: Consideration and approval of a resolution to approve the engineer's report for landscaping and lighting maintenance district no. 1 and consideration and approval of a resolution declaring its intention to levy and collect assessments within landscape and lighting maintenance district no. 1 pursuant to the landscaping and lighting act of 1972, part 2 of division 15 of the California streets and highways code, and appointing a time and place for hearing objections thereto

BACKGROUND:

At its March 6th, 2018 meeting, the City Council adopted Resolution No. 2018-10 to initiate proceedings for an update to Landscaping and Lighting Maintenance District No. 1. The resolution authorized the preparation of an Engineer's Report to revise the assessments for the existing lots in the district. The Engineer's Report has since been completed and filed with the City Clerk. It recommends that revised assessments take effect for Fiscal Year 2018-2019.

The next step in approving and processing this district a reassessment for existing parcels would be to adopt a resolution of intent that approves the Engineer's Report and schedules a public hearing on the proposed assessments. State law requires that impacted property owners be granted no less than 10 days' notice of a public hearing on the question of increasing the assessments within an existing district so that all impacted property owners have an opportunity to voice their support or opposition to the reassessments. Should the City Council approve the provided resolution, the City Clerk shall then advertise the notice of public hearing as soon as possible in a local paper, and shall do so no fewer than 10 days before the hearing date.

The resolution of intent included with this staff report, proposes the Council's April 3rd, 2018 meeting for the public hearing. At the close of the hearing, the Council will likely be asked to adopt a third and final resolution that orders the revised assessments.

FINANCIAL IMPACT:

There is no fiscal impact with the recommended action. The changes to the affected landscape and lighting district can be incorporated into budget planning for future fiscal years.

RECOMMENDATION:

Adopt a resolution to approve the engineer's report for landscaping and lighting maintenance district no. 1 and adopt a resolution declaring its intention to levy and collect assessments within landscape and lighting maintenance district no. 1 pursuant to the landscaping and lighting act of 1972, part 2 of division

15 of the California streets and highways code, and appointing a time and place for hearing objections thereto.

ATTACHMENTS:

- Resolutions
- Notice of public hearing

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
APPROVING THE ENGINEER'S REPORT FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 1**

WHEREAS, the City Council of the City of Arvin previously formed Landscape and Lighting Maintenance District No. 1 (“District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”); and

WHEREAS, on March 06th 2018, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2018-2019 Fiscal Year; and

WHEREAS, the City Engineer has prepared and filed a written report with the City Clerk entitled “Engineer's Report And Assessment, City Of Arvin Landscaping And Lighting Maintenance District No. 1, FY 2018-19” (the “Engineer's Report”) as called for in said Resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said Engineer’s Report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

WHEREAS, the City Council desires to formally approve the Engineer’s Report, as filed, pursuant to Section 22623 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin as follows:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the Engineer’s estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said Engineer’s Report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. The City Council finds that the diagram showing the District referred to and described in said Engineer’s Report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. The City Council finds that the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. The City Council hereby approves the "Engineer's Report And Assessment, City Of Arvin Landscaping And Lighting Maintenance District No. 1, FY 2018-19." Said report shall serve as the Engineer's Report for the purposes of subsequent proceedings for Lighting Maintenance District No. 1.

Section 6. This Resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of March, 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

By: _____

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____

JOSE GURROLA, Mayor

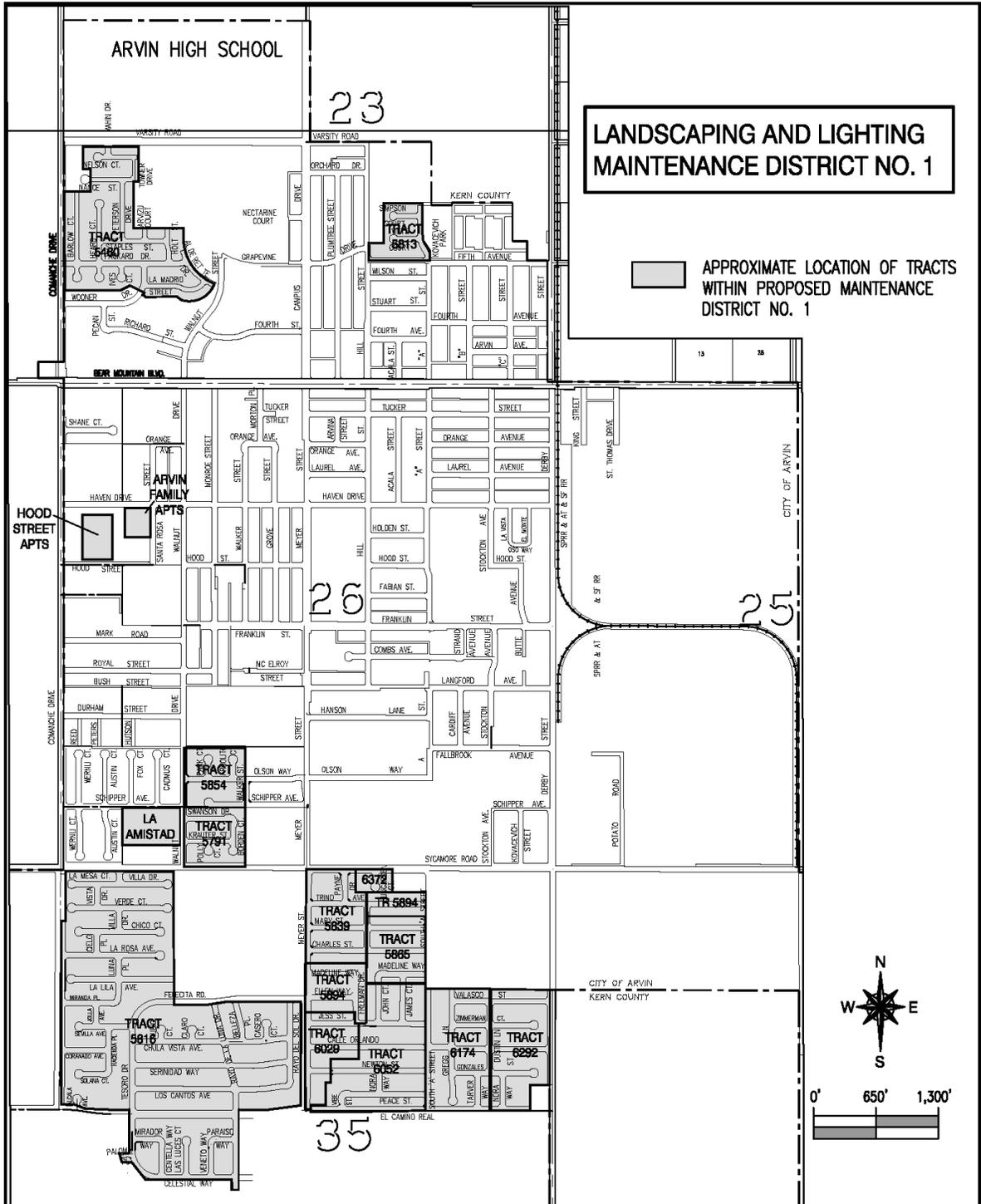
APPROVED AS TO FORM

By: _____

SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City on the date and by the vote indicated herein.

Exhibit A



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
WITHIN LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2
OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS
THERE TO**

WHEREAS, the City of Arvin is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of Arvin previously formed Landscape and Lighting Maintenance District No. 1 (“District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”); and

WHEREAS, assessments levied within the District provide revenue for the purposes of 1) financing the repair, replacement, maintenance, and operating expenses associated with all street lights within the district’s boundaries; 2) the servicing, operation, maintenance, repair and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities with the district’s boundaries; and 3) the servicing, operation, maintenance and repair of specified regional storm water retention basins; and

WHEREAS, on March 06, 2018, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2018-2019 Fiscal Year; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the “Engineer’s Report”) with the City Clerk, and the City Clerk has presented the Engineer’s Report to the City Council; and

WHEREAS, on March 20th, 2018, the City Council adopted a Resolution approving the Engineer’s Report, as filed, pursuant to Section 22623 of the Act, and

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2018-2019, and to call a public hearing relating thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arvin as follows:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated "Landscape and Lighting Maintenance District No. 1" ("District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2018 and ending June 30, 2019, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.

Section 3. The boundaries of the District are generally located and depicted in Exhibit "A" attached hereto.

Section 4. The proposed improvements are briefly described as follows: the financing the repair, replacement, maintenance, and operating expenses associated with all street lights within the district's boundaries, the servicing, operation, maintenance, repair and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities with the district's boundaries, and the servicing, operation, maintenance and repair of specified regional storm water retention basins.

Section 5. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2018-19 are proposed to increase from the assessments levied and collected for Fiscal Year 2017-18.

Section 6. By previous resolution, the City Council directed the City Engineer to prepare and to file an Engineer's Report pursuant to the provisions of the Act. The Engineer has prepared and filed a written report with the City Clerk that is titled "Engineer's Report And Assessment, City Of Arvin Landscaping And Lighting Maintenance District No. 1, FY 2018-19" and by previous resolution the City Council approved the Engineer's Report as filed. Reference is made to the Engineer's Report on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 200 Campus Drive, Arvin, CA 93203.

Section 7. Notice is hereby given that the City Council designates April 3rd, 2018, at 6:00 p.m., in the City Council Chambers, City Hall, 200 Campus Drive, Arvin, CA 93203, as the date, time, and place for the hearing of protests or objections to the levy of the proposed assessments in connection with the District. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written

withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 200 Campus Drive, P.O. Box 548, Arvin, CA 93203. Any written protest that is mailed must be received at City Hall at or prior to 4:30 p.m. on April 3rd, 2018.

Section 8. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing in accordance with law.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Arvin at a regular meeting thereof held on the 20th day of March, 2018 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City on the date and by the vote indicated herein.

NOTICE OF PUBLIC HEARING CITY OF ARVIN

NOTICE IS HEREBY GIVEN THAT THE ARVIN CITY COUNCIL will hold a public hearing in the Council Chambers at 200 Campus Drive, Arvin, CA, on Tuesday, **April 3rd, 2018** at 6:00 pm for the consideration and possible adoption of:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO LEVY AND COLLECT ASSESSMENTS ON LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT No. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR THE MAINTENANCE AND SERVICING OF LIGHTING AND LANDSCAPING AND SETTING THE TIME AND PLACE OF THE HEARING ON THE PROPOSED ANNEXATION AND THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS.

ALL INTERESTED PARTIES are invited to attend said HEARING and express opinions or submit evidence for or against the subject outlined above. The flat rate assessment, as adjusted by the previously approved Consumer Price Index (CPI), for Landscape and Lighting Maintenance District No. 1 in the City of Arvin for Fiscal Year 2018-19 will be continued for the parcels currently in the Districts. The purpose of these Districts is for the maintenance, servicing and operation of the landscape, lighting and storm drain basin improvements within the District.

The engineer's report was accepted by the City during the March 20th, 2018 council meeting, and publication of this notice complies with Sections 22552 and 22553 of the California Streets and Highways Code.

FURTHER INFORMATION on the public hearing subject may be obtained or viewed at City Hall or by telephone (661) 854-3134.

NOTICIA DE AUDIENCIA PÚBLICA CIUDAD DE ARVIN

POR ESTE CONDUCTO SE NOTIFICA QUE EL CONCEJO MUNICIPAL DE ARVIN conducirá una audiencia pública en la Cámara del Concejo Municipal localizada en el número 200 Campus Drive, Arvin, Ca, el **Martes, 3 de Abril, 2018** a las 6:00 de la tarde para la consideración y posible adopción de lo siguiente:

UNA RESOLUCIÓN DEL MUNICIPIO DE LA CIUDAD DE ARVIN PARA EVALUAR Y COBRAR EVALUACIONES EN EL DISTRITO DE MANTENIMIENTO DEL PAISAJE E ILUMINACIÓN No. 1 DE ACUERDO CON LA LEY DE PAISAJISMO Y ALUMBRADO DE 1972 PARA EL MANTENIMIENTO Y EL MANTENIMIENTO DE LA ILUMINACIÓN Y EL PAISAJE Y PARA ESTABLECER LA HORA Y EL LUGAR DE LA AUDIENCIA SOBRE LA ANEXO PROPUESTA Y LA LEY PROPUESTA Y RECOLECCIÓN DE EVALUACIONES

TODAS LAS PARTES INTERESADAS están invitadas a asistir a dicha AUDIENCIA y expresar opiniones o presentar evidencia a favor o en contra del tema descrito anteriormente. La evaluación de la tarifa plana, ajustada por el índice de precios al consumidor previamente aprobado, para Mantenimiento de Paisajes e Iluminación El Distrito No. 1 en la Ciudad de Arvin para el Año Fiscal 2018-19 continuará para las parcelas actualmente en los Distritos. El propósito de estos distritos es para el mantenimiento, el servicio y la operación de las mejoras en el paisaje, la iluminación y la cuenca de desagüe pluvial dentro del distrito.

El reporte del ingeniero fue aceptado por la ciudad durante la reunión del Consejo el 20 de Marzo de 2018, y publicación de este aviso cumple con las secciones 22552 y 22553 de las calles de California y Código de Carreteras.

MAS INFORMACIÓN acerca del asunto a tratar en esta audiencia pública se puede obtener o examinar en el Ayuntamiento de la Ciudad de Arvin o llamando al teléfono (661) 854-3134.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS
WITHIN LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2
OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS
THERE TO**

WHEREAS, the City of Arvin is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of Arvin previously formed Landscape and Lighting Maintenance District No. 1 (“District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”); and

WHEREAS, assessments levied within the District provide revenue for the purposes of 1) financing the repair, replacement, maintenance, and operating expenses associated with all street lights within the district’s boundaries; 2) the servicing, operation, maintenance, repair and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities with the district’s boundaries; and 3) the servicing, operation, maintenance and repair of specified regional storm water retention basins; and

WHEREAS, on March 06, 2018, pursuant to the provisions of the Act, the City Council initiated proceedings by adopting a Resolution describing improvements and ordering the City Engineer to file a report with regard to the District for the 2018-2019 Fiscal Year; and

WHEREAS, in accordance with Article 4 of Chapter 1 of the Act, the Engineer prepared and filed such report (the “Engineer’s Report”) with the City Clerk, and the City Clerk has presented the Engineer’s Report to the City Council; and

WHEREAS, on March 20th, 2018, the City Council adopted a Resolution approving the Engineer’s Report, as filed, pursuant to Section 22623 of the Act, and

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2018-2019, and to call a public hearing relating thereto.

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withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 200 Campus Drive, P.O. Box 548, Arvin, CA 93203. Any written protest that is mailed must be received at City Hall at or prior to 4:30 p.m. on April 3rd, 2018.

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AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of Arvin, California, **DO HEREBY CERTIFY** that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City on the date and by the vote indicated herein.

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ALL INTERESTED PARTIES are invited to attend said HEARING and express opinions or submit evidence for or against the subject outlined above. The flat rate assessment, as adjusted by the previously approved Consumer Price Index (CPI), for Landscape and Lighting Maintenance District No. 1 in the City of Arvin for Fiscal Year 2018-19 will be continued for the parcels currently in the Districts. The purpose of these Districts is for the maintenance, servicing and operation of the landscape, lighting and storm drain basin improvements within the District.

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NOTICIA DE AUDIENCIA PÚBLICA CIUDAD DE ARVIN

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UNA RESOLUCIÓN DEL MUNICIPIO DE LA CIUDAD DE ARVIN PARA EVALUAR Y COBRAR EVALUACIONES EN EL DISTRITO DE MANTENIMIENTO DEL PAISAJE E ILUMINACIÓN No. 1 DE ACUERDO CON LA LEY DE PAISAJISMO Y ALUMBRADO DE 1972 PARA EL MANTENIMIENTO Y EL MANTENIMIENTO DE LA ILUMINACIÓN Y EL PAISAJE Y PARA ESTABLECER LA HORA Y EL LUGAR DE LA AUDIENCIA SOBRE LA ANEXO PROPUESTA Y LA LEY PROPUESTA Y RECOLECCIÓN DE EVALUACIONES

TODAS LAS PARTES INTERESADAS están invitadas a asistir a dicha AUDIENCIA y expresar opiniones o presentar evidencia a favor o en contra del tema descrito anteriormente. La evaluación de la tarifa plana, ajustada por el índice de precios al consumidor previamente aprobado, para Mantenimiento de Paisajes e Iluminación El Distrito No. 1 en la Ciudad de Arvin para el Año Fiscal 2018-19 continuará para las parcelas actualmente en los Distritos. El propósito de estos distritos es para el mantenimiento, el servicio y la operación de las mejoras en el paisaje, la iluminación y la cuenca de desagüe pluvial dentro del distrito.

El reporte del ingeniero fue aceptado por la ciudad durante la reunión del Consejo el 20 de Marzo de 2018, y publicación de este aviso cumple con las secciones 22552 y 22553 de las calles de California y Código de Carreteras.

MAS INFORMACIÓN acerca del asunto a tratar en esta audiencia pública se puede obtener o examinar en el Ayuntamiento de la Ciudad de Arvin o llamando al teléfono (661) 854-3134.



CITY OF ARVIN
Agenda Report

Meeting Date: March 20, 2018

TO: City Council
FROM: Jeff Jones, Finance Director
SUBJECT: **Veolia NA. Donation to community - Guidance as to the distribution and allocation of Veolia Funds based on Donations Requested.**

Background: The Veolia Company donates \$10,000 annually to City of Arvin non-profit agencies. Veolia has asked the City Council to help determine, which non-profits are to receive the benefit of these funds, and as such, also determine the allocation of the \$10,000 that each non-profit is to be given. According to the City's donation policy, the maximum any one particular group/club may receive is \$2,000.

The allocation of contributions for calendar year 2017 was as follows:

\$1,666	Arvin Boxing Club and Youth Center
\$1,666	Arvin High Concert Band
\$1,666	Arvin High FFA
\$1,666	Arvin High HOSA (Health Occupations Students of America)
\$1,666	Arvin High Inspiration Club
\$1,666	Arvin High School - We the People Team
\$ -0-	Arvin Hispanic Chamber of Commerce
\$ -0-	Arvin Union School District - Fall Festival
\$ -0-	Bear Country Sports Grizzly Football

Recommendation: The following is the list of non-profits or clubs, who have requested a donation (the items highlighted below received donation in the previous year from Veolia). Staff is requesting direction on which organizations should receive funding and in what amounts.

<u>Amount Requested</u>	<u>Name of Group/Club</u>
1. \$1,750	Arvin Boxing Club & Youth Center
2. \$1,000	Arvin Soccer League
3. \$2,000	Arvin Little League
4. \$1,000 - \$5,000	Arvin High School - Ivy League Project
5. \$2,000	Arvin High School - Health Occupations Students of America (HOSA)
6. \$2,000	Arvin High School - Future Farmers of America (FFA)
7. \$2,000	Arvin High School - Wind Ensemble
8. \$2,000	Arvin High School - Choirs
9. \$2,000	Arvin Union School District - Family Resource Center / Fall Festival
10. \$2,000	Haven Drive Middle School - Academic Scholarships for 8 th Grade Graduation
11. \$1,500	Bear Country Sports Grizzly Football & Cheer

Fiscal Impact:

There is no fiscal impact to the budget.

Community Benefits Request for Donations

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Legal Name of Organization: ARVIN BOXING CLUB AND YOUTH CENTER, INC.

Program/ Activity Name: Requested Amount: \$ 1750

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: Arvin Boxing Club and Youth Center, Inc. (ABCYC) is serving the needs of at-risk and underserved youth from low income areas like Arvin and Lamont. Our mission through the sport of boxing along with other sports and activities is to recruit at-risk and underserved youth in our communities. We mentor and train our youth members to achieve healthy minds, healthy bodies, and encourage higher education, good nutrition and healthy lifestyles.

Mailing Address: 724 RANCHO MIRAGE STREET

City: DANVERSFIELD State: CA Zip: 93306

Contact Person(s): MARK MARQUEZ

Phone: 661.706.5716 Fax: 661.366.4736

Email Address: arvinboxingclub@gmail.com

Name of Authorized Official: MARK MARQUEZ

Signature of Authorized Official:  Date: Feb. 21, 2018

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



Mark Marquez, President
Arvin Boxing Club and Youth Center, Inc.
701 Haven Dr., Arvin, CA 93203

Mailing Address:
724 Rancho Mirage St
Bakersfield CA 93306

February 21, 2018

Dear Benefactor/Volunteer,

Arvin Boxing Club and Youth Center, Inc. in South Kern County, is serving the needs of at risk and underserved youth from low income areas like Lamont and Arvin. Our program was formed in March 2010. On February 12, 2013 Arvin Boxing Club and Youth Center, Inc. was established as a 501 c 3 charitable organization.

Our mission through the sport of boxing along with other sports and activities is to recruit at-risk and underserved youth in our communities. We mentor and train our youth members to achieve healthy minds, healthy bodies, and encourage higher education, good nutrition, and healthy lifestyles. We also encourage and involve our kids by volunteering for various community service projects and activities as well as attending and participating in civic functions such as city council meetings and other civic forums where informative productive discussion and interaction occurs. We teach and encourage our kids to be leaders by example in their communities and to be champions in and out of the boxing ring.

As our program continues to grow our goal is to acquire a larger facility including staff in order to expand the program and to accommodate more kids. A larger facility would accommodate more kids by incorporating other sports and youth activities as well as an after school tutoring and nutrition program with a computer lab that would allow us to place more emphasis on success in continued education and healthy productive lifestyles.

This year we are hosting two fundraiser boxing shows, June 09, 2018 and November 10, 2018, venues to be determined. Proceeds from these events will be used to purchase new equipment and continued training for youth in Arvin and Lamont. Funding raised will also help to enter our youth into boxing events and competitions, as well as continued participation in community service activities. We respectfully request a sponsorship to help provide our youth with opportunities for physical activity and civic engagement.

Please reach out if you have any questions.

Thank you,



Mark Marquez
President
Arvin Boxing Club and Youth Center, Inc.
Telephone: (661) 706-5716
Fax: (661) 366-4736
arvinboxingclub@gmail.com

Community Benefits Request for Donations

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Legal Name of Organization: Arvin Soccer league

Program/ Activity Name: Requested Amount: \$ 1000.00

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: In our organization we give kids from the age of 6 to 18 to participate in our soccer league to keep them away from bad choices and off the streets. We provide 2 tournaments per year

Mailing Address: 853 Bear Mountain Blvd

City: Arvin State: Ca Zip: 93203

Contact Person(s): Antonio Gomez

Phone: (661) 201-7652 Fax: (661) 854-7652

Email Address: Salvador.gomez@juno.com

Name of Authorized Official: Antonio S Gomez

Signature of Authorized Official: [Signature] Date: 3-9-18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****

Arvin Soccer League

March 9, 2018

In part of Arvin Soccer League, we ask for a favor in helping us with a donation of \$1,000 dollars to be able to pay for the insurance and expenses for our soccer league. (Non-Profit organization number EIN 46-5669048)

Thank you.

Sincerely,



Arvin Soccer League
Ben: 330-0897
Chaba: 213-6272
Chuy: 978-3028

CALIFORNIA TOTAL INSURANCE SERVICES

Receipt Proposal/Non-Binder

Client Name: Antonio S Gomez Moreno Date: 02-20-2018 Time: 4:40 PM

Transaction Type: New Business Rewrite Other _____ Company: RMIS-USLI

Amount Received \$ 785.00 Cash Check# _____ Charge: VISA
 \$ 0.00 Cash Hold Check# _____ Date Due: _____



MERCHANT COPY

03-09-2018 14:15 RCVD

FedEx Office is your destination for printing and shipping.

Complete Hardware Store
101 BEAR MTN BLVD
ARVIN CA 93203
 6618541800
WALK IN

4001 Stockdale Hwy
 Bakersfield, CA 93309-2021
 Tel: (661) 837-1451

CA TOTAL INSURANCE
 2695 MT VERNON AVE # E
 BAKERSFIELD, CA 93306

02/20/2018 16:42:54

CREDIT CARD

VISA SALE

Card # XXXXXXXXXXXX3213
 SEQ #: 2
 Batch #: 341
 INVOICE 2
 Approval Code: 07645G
 Entry Method: Manual
 Mode: Online
 Tax Amount: \$0.00
 Avs Code: NYZ

INVOICE NO. 180222
 DATE TIME: 3/9/2018 1:02:05 PM
 USER: Ahmed
 PO #

2/21/2018 10:35:12 AM PST
 Team Member: Amorette O.
 Customer: Antonio Gomez

SALE

1750 bw copies	Qty 1750	140.00
3W 1S Copy/Print	1750 @	0.0800 T
000001 Reg. Price	0.14	
Price per piece	0.08	
Regular Total	245.00	
Discounts	105.00	

SALE AMOUNT \$785.00

Qty	Description	Amount
3	Tax	\$26.97
	CASH	\$40.00
	SUBTOTAL	\$26.97
	TAX	\$2.23
	TOTAL DISCOUNT	\$0.00
	TOTAL	<u>\$29.20</u>

Sub-Total	140.00
Tax	10.15
Deposit	0.00
Total	<u>150.15</u>
Cash	151.00
Total Tender	151.00
Change Due	(0.85)

CUSTOMER COPY

dates: _____

Thank you for your business!

read and understands the above stated Additional Required Information.

DocuSigned by:

Antonio S Gomez Moreno

2/20/2018

Date: _____

Client Signature: _____

4E708BAC6E41413...

License# OF50059

Community Benefits Request for Donations

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Legal Name of Organization: Arvin Little League

Program/ Activity Name: Requested Amount: \$ 2,000.00

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description:

Arvin Little League is a non-profit organization that provides the youth of Arvin with the ability to play youth baseball.

Mailing Address: P.O. Box 375

City: Arvin State: California Zip: 93203

Contact Person(s): Mirna Carranza

Phone: (805) 990-8772 Fax: _____

Email Address: info.arvinlittleleague@gmail.com

Name of Authorized Official: Steve Lopez

Signature of Authorized Official:  Date: 2/28/18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



ARVIN LITTLE LEAGUE

P.O. BOX 375, ARVIN, CA 93203

info.arvinlittleleague@gmail.com

02-11-13 10:40 AM

SUPPORT OUR PLAYERS, SUPPORT YOUR BUSINESS!

Spring is around the corner and with it comes baseball. Arvin Little League is pleased to be launching its sponsorship efforts for the 2018 season.

About Arvin Little League

Arvin Little League is a community-based organization that brings the diamond sports of baseball and tee-ball to families in our town. A chartered member of Little League International, the league operates as a 501 (c) 3 non-profit, operated by volunteers from the community. The league offers opportunities for children to learn our great pastime and provides enhanced playing opportunities for more advanced players.

Sponsorship and Fundraising Donations

While a nominal fee for participating is charged to families of players, the league relies on donations to operate the program and keep up with the facility needs, field maintenance, and equipment. These funds are raised from local community donations and sponsorships. Sponsors receive recognition dependent of the level of commitment.

Support Our Little League Today

We're anticipating a great season with a lot of new improvements – it is an exciting time for Arvin Little League! If you have any questions give us a call at (805) 990-8772 or drop us a line at info.arvinlittleleague@gmail.com. We would love to hear from you.

We look forward to your support of Arvin Little League.

Best regards,
Your friends at Arvin Little League

Community Benefits Request for Donations

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Legal Name of Organization: Elvy League Project Arvin High.

Program/ Activity Name: Elvy League Project Requested Amount: \$ 1,000 - \$5,000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description:

Please see attached.

Mailing Address: 900 Varsity Rd.

City: Arvin CA 93203

Contact Person(s): Cynthia M. Zamora

Phone: 661-854-5561 Fax: 661-854-5943

Email Address: Cynthia-zamora@kernhigh.org.

Name of Authorized Official: _____

Signature of Authorized Official: _____



2/7/2018

****Return the form to City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134.



ARVIN HIGH SCHOOL

900 VARSITY ROAD
ARVIN, CALIFORNIA
93203-0518

(661) 854-5561
FAX (661) 854-5943
<http://arvin.kernhigh.org>

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Bryon J. Schaefer, Ed.D.

Arvin High Ivy League Project 2018

To whom it may concern:

Hello, my name is Cynthia Zamora and I am a counselor and an advisor for the Ivy League Project 2018 at Arvin High. The Ivy League Project (ILP) encourages economically disadvantaged students to apply to the most prestigious universities in the United States. The program selects the most talented and promising 10th and 11th grade students and takes them to visit the top universities on the east coast. This year twenty-four of our students were selected!

This is something that has never happened at Arvin High before. Our students have been invited to participate in a weeklong trip from July 15-23. During their trip our students will be visiting universities such as Harvard, Princeton, University of Pennsylvania, Yale and many other campuses. These students have been offered a once in a lifetime opportunity and our hopes and efforts are aimed in making this experience a reality.

We have strived to raise funds to make these trips possible. However our fundraising efforts have been limited. Due to new California School Food Standards any food items we wish to sell must meet strict nutritional criteria. This leaves our list of available fundraising items short and limited.

Our goal is to raise enough money to pay for fifteen students to attend. Each student needs to raise \$2,650 in order to pay for the trip. This does not include other travel and personal expenses. We are doing our best to bridge the financial gap but, need support from our community to encourage these students to continue to pursue their goals of visiting and attending some of the top colleges and universities in the nation.

We are asking for your donation and or sponsorship of one or several of our students. We will gladly accept any monetary support or items for raffle. We will be happy and appreciative for any amount of money that you can offer. We will gladly display any of your signs on our campus (i.e. gymnasium, cafeteria, and sporting events) and or promote the goodwill of your company at every given opportunity. Donations are tax deductible through Youth 2 Leaders, a certified 501(c) 3 nonprofit organization. The tax id number (EIN #77-0398516) confirms our status.

We hope we can count on you to help. All gifts are greatly appreciated and will help our students immensely. If you have any questions or are able to help us, you can contact me at (661) 854-5561 or email Cynthia_Zamora@kernhigh.org.

With grateful appreciation,

Cynthia Zamora, M.Ed., M.A

P.S. Thank you in advance for you kind support!

Community Benefits Request for Donations

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Legal Name of Organization: Arvin High HOSA

Program/ Activity Name: Requested Amount: \$ 2000⁰⁰

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: HOSA is an academic club on the Arvin High campus. The students compete in academic events related to the health care industry. The students also attend leadership workshops, motivational speakers, and interact with industry professionals. The students compete at the state and international levels.

Mailing Address: 900 Varsity Rd

City: Arvin State: CA Zip: 93203

Contact Person(s): Chad Cole

Phone: 854-5561 ext 70402 Fax: _____

Email Address: Chad-Cole@Kernhigh.org

Name of Authorized Official: Chad Cole

Signature of Authorized Official:  Date: 2/28/2018

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



ARVIN HIGH SCHOOL

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(661) 854-5561
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Bryon J. Schaefer, Ed.D.

To: Whom It May Concern,

02-28-18PM3:33 RCVD

My name is Chad Cole and I am the advisor for the Arvin High HOSA Future Health Professionals. HOSA is a nationally recognized organization that has clubs not only at the high school level but at the junior high and college level as well. We would like to ask you to consider supporting our club with a \$2000 dollar donation to help with the cost of sending students to the HOSA State Competition in Anaheim the week of April 4th – 8th. If our students qualify the funds will also be use to send the students to the HOSA International Competition in Dallas Texas in June. Our club members will be putting on bake sales, meeting with local businesses, community service groups, as well as other types of fundraisers on campus to attempt to raise the funds needed for this competition. The students are also required to pay their own membership dues to California and National HOSA as well as purchase their own suits required for the competition.

Your gracious donation last year helped to send our students to the competition by helping to pay for the cost of the hotel rooms. All money raised goes directly to the cost of hotel rooms and expenses associated with both the state and international competitions. This year our club will also be developing health education lessons and hope to be presenting them in the local elementary and junior high schools.

I believe that the HOSA club on campus has been a benefit to the community by allowing our youth the opportunity to compete at the state and international levels. This provides them the confidence and leadership skills necessary to go to college so that they can obtain a higher level of education. These students will come back and contribute to the community and be the leaders of tomorrow. An example of this is Mayor Jose Gurrola who is a former member of HOSA that was able to compete at the state and national levels. I believe that the more our youth are exposed to higher level academic competitions more confident they will become and the better prepared they will be for the future.

Thank you for your time and consideration,

Chad Cole

Arvin High HOSA Director

Chad_cole@khsd.k12.ca.us

661-972-9017

Community Benefits Request for Donations

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Legal Name of Organization: Arvin High Agriculture/FFA

Program/ Activity Name: Requested Amount: \$ \$2000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description:

This year our California FFA Convention will be held in Anaheim California. The conference has traditionally been held in Fresno. This move has created a few issues for our students to attend. One being cost has risen registration cost were \$5,100, hotels costs are \$4000, and meals will cost approximately \$4100. We have registered 28 for the conference and are seeking \$2000 to help pay for students expensives. The agriculture progarm, Agriculture boosters and the enviromental horticulture academy will cover the rest of the cost. The conference dates are April 22, 2018 through April 25, 2018. Thank you for your consideration.

Donald Mills
Arvin High Ag Department Chair

Mailing Address: 900 Varsity Rd

City: Arvin State: CA Zip: 93203

Contact Person(s): Donald Mills

Phone: (661) 809-8319 Fax: _____

Email Address: donald_mills@kernhigh.org

Name of Authorized Official: Donald Mills

Signature of Authorized Official:  Date: 3/6/2018

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



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SUPERINTENDENT

Bryon J. Schaefer, Ed.D.

03-08-14P12:25 RCVA

To: whom It May Concern,

Hello, my name is Donald Mills and I am the department chair for the agriculture department and FFA at Arvin High School. Future Farmers of America is a national organization that teaches high school students how to become future leaders in our community and the agriculture industry. Part of the FFA organization involves leadership training, we currently attend the Greenhand conference for freshman, the Made for Excellence conference for sophomores, the Advanced Leadership Academy for juniors, the Sacramento Leadership Experience for seniors, The State FFA convention and several sectional and regional leadership events throughout the year. These are costly overnight activities that we struggle every year to find resources for all student expenses.

We are requesting \$2000 to help pay for more students to attend these pivotal leadership activities. It is with donations from organizations like yours that allow us to increase and provide more opportunities to our students to participate. We currently do not have enough resources available to provide all students that want to attend these conferences. With your help we will be able to offer more spots to train students at the highest level.

Future Farmers of America has been a leader in agriculture education and leadership training since 1928, I truly believe being from a rural agriculture community Ag education and FFA play a vital role in the development of our local communities. I have been an educator at Arvin High for the past 11 years and have witnessed our students doing great things in our community in and out of the agriculture industry.

Thank you for your consideration,

Donald Mills

Arvin High Agriculture Department Chair

donald_mills@kernhigh.org

661-809-8319

Community Benefits Request for Donations

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Legal Name of Organization: Arvin High School Wind Ensemble

Program/ Activity Name: Requested Amount: \$ 2,000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: The Arvin High School Wind Ensemble is a student concert band consisting of 9th - 12th graders. These students are involved in many public performances, performing for the community at football games, parades, festivals, city events such as grand openings, etc. The students produce a marching show during the fall season and transition to concert band during the spring semester and participate in rating festivals, where they are adjudicated on their playing abilities such as technique and sound. If granted a donation, the donation will go towards an out of town Music Festival located in Santa Ana, CA.

Mailing Address: 900 Varsity Rd.

City: Arvin State: CA Zip: 93203

Contact Person(s): Emmanuel Gonzalez

Phone: 661-342-7710 Fax: 661-854-5943

Email Address: emmanuel_gonzalez@kernhigh.org

Name of Authorized Official: Emmanuel Gonzalez

Signature of Authorized Official:  Date: 3-12-18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



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SUPERINTENDENT

Bryon J. Schaefer, Ed.D.

March 9, 2018

To Whom It May Concern,

The Arvin High School Instrumental Music Program would like to request a donation for our band students. Our students work continuously year round in improving their musical abilities. Throughout the year, the students are learning musical fundamentals and preparing music literature for public performances and ratings festivals.

This year, we would love to take our students to an out of town Music Ratings Festival in Santa Ana, CA, in which they have an opportunity to perform at The Orange County School of the Arts Concert Hall. It will be a wonderful experience for the students to perform in a concert hall made specifically for these kind of performances. They will also benefit from being adjudicated by experienced music professionals from the state of California.

This donation will allow a great opportunity for our students to become stronger musicians and a mature sounding band for our community. We ask that you please consider us for a possible recipient of your donation.

Sincerely,

Emmanuel A. Gonzalez
Director of Bands
Arvin High School
661-854-5561 ext. 70702

The Kern High School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, marital, parental or family status, religion, sex (sexual harassment), sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics.

Community Benefits Request for Donations

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Legal Name of Organization: Arvin High School Choirs

Program/ Activity Name: Requested Amount: \$ 2,000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description:

Choir is about creating a sense of community through music making. For this year's program, we plan to engage with this philisophy by sharing our music with the choir students of the Fullerton Union High School Academy of the Arts. The 42 students of the Arvin High School Madrigals and Concert Choir would perform their festival music for Fullerton Union High School, then would watch Fullerton Union High School perform their festival music. After the initial performances from each school, both schools would combine to sing a combined piece, thus furthering the sense of community between both schools while allowing our students to gather performance experience and be exposed to more styles of choral music. Following the exchange, our students would then spend the remainder of the day at Disneyland. Allotted funds would be used to alleviate bus transporation from Arvin to the Fullerton area.

Mailing Address: 900 Varsity Road

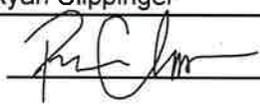
City: Arvin State: CA Zip: 93203

Contact Person(s): Ryan Clippinger, Director of Choirs

Phone: (714) 603-1743 Fax: _____

Email Address: Ryan_Clippinger@kernhigh.org

Name of Authorized Official: Ryan Clippinger

Signature of Authorized Official:  Date: 3/12/18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



ARVIN HIGH SCHOOL

900 VARSITY ROAD
ARVIN, CALIFORNIA
93203-0518

(661) 854-5561
FAX (661) 854-5943
<http://arvin.kernhigh.org>

ED WATTS, PRINCIPAL

"A California Distinguished School"

KERN HIGH SCHOOL DISTRICT

BOARD OF TRUSTEES

Phillip Peters
J. Bryan Batey
Joey O'Connell
Jeff Flores
Mike Williams

SUPERINTENDENT

Bryon J. Schaefer, Ed.D.

March 12, 2018

To Whom It May Concern:

Hello, my name is Ryan Clippinger, and I am the Director of Choirs and Fine Arts Department Chair at Arvin High School. For this year's Community Benefits Donation, we are seeking \$2,000 to alleviate bus transportation costs for our upcoming trip to the Fullerton Union High School Academy of the Arts and Disneyland Park. If approved, the allotted funds would ultimately allow 46 Arvin High School Choral Music students to gain more performance experience and to be exposed to more styles of choral music.

The trip will be split into two portions, the bulk of which is a choral exchange between the Arvin High School Advanced Choir, Madrigals; the Arvin High School Intermediate Choir, Concert Choir; and the choir students of Fullerton Union High School Academy of the Arts. The students in both choirs will perform their Spring Festival music for the choirs of Fullerton High School, then will listen to Fullerton perform their musical selections. Following each school's performances, both schools will then perform a final piece together, allowing our students to truly engage with other students through music making. The second portion of the event will be a trip to Disneyland Park, where our students will be able to further their bonds with their fellow classmates.

Please consider the Arvin High School Choirs as one of your top candidates for your Community Benefits Donation. Choir at Arvin is about building community and family through music making, and your donation will help us to accomplish that through this performance exchange opportunity.

Thank you very much for your consideration,

Ryan Clippinger
Director of Choirs and Fine Arts Department Chair, Arvin High School
Membership Chairperson, California Music Educators Association

Community Benefits Request for Donations

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Ineligible uses include the purchase of tables at events, campaign contributions, or payment for salaries or operational expenses. Funds cannot be used to cover an elected official's travel, meals, or for his or her personal benefit or gain or for the personal gain of relatives as defined by City Code, or state statutes, as applicable. Funds cannot be given to an entity/agency/organization for which the elected official is a director or officer.

Legal Name of Organization: Arvin Union School District Family Resource Center

Program/ Activity Name: Requested Amount: \$ 2,000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: The Arvin School District Fall Festival and Resource Fair is a community event held at the end of October. It is a safe alternative for families to enjoy for Halloween. The festival is run entirely on donations. We would like to provide inflatable activities such as a maze and bounce house and a petting zoo. These activities are popular, but costly

Mailing Address: 737 Bear Mountain Blvd.

City: Arvin State: CA Zip: 93203

Contact Person(s): Karen Davis,

Phone: 854-6526 Fax: 854-6585

Email Address: kdavis@arvin-do.com

Name of Authorized Official: Michelle McLean - Karen Davis

Signature of Authorized Official: Karen Davis Date: 3-12-18

DR. MICHELLE McLEAN
District Superintendent

GEORGIA RHETT
Assistant Superintendent

ARVIN UNION SCHOOL DISTRICT

737 Bear Mountain Blvd.
Arvin, CA 93203
(661) 854-6500 • FAX (661) 854-2362



February 13, 2018

To Whom It May Concern:

Thank you for your interest in our schools. We often receive inquiries about our nonprofit status. Please accept this letter as certification that the Arvin Union School District qualifies as a not-for-profit organization.

We are a state educational institution, which is considered a political subdivision of the State of California. Because of this, we are considered a nonprofit state entity rather than a private 501(c)(3) nonprofit organization. Donations and private grants made to our schools are tax deductible under these statutes.

If you have further questions, please feel free to contact me at (661) 854-6500.

Sincerely,

A handwritten signature in blue ink that reads "Chris Davis". The signature is fluid and cursive, with the first letters of "Chris" and "Davis" being capitalized and prominent.

Chris Davis
Chief Business Official

"Every Child Learning, Every Day, No Matter What It Takes!"

DR. MICHELLE McLEAN
DISTRICT SUPERINTENDENT

ARVIN UNION SCHOOL DISTRICT

"Every Child Learning, Every Day, No Matter What It Ta



GEORGIA RHETT
ASSISTANT SUPERINTENDENT

District Office
737 Bear Mountain Blvd.
Arvin, CA 93203

(661) 854-6500
FAX (661) 854-2362

**Sierra Vista
Elementary School**
300 Franklin St.
Arvin, CA 93203

(661) 854-6560
FAX (661) 854-7523

**Bear Mountain
Elementary School**
1501 Hood St.
Arvin, CA 93203

(661) 854-6590
FAX (661) 854-6599

**El Camino Real
Elementary School**
911 El Camino Real
Arvin, CA 93203

(661) 854-6661
FAX (661) 854-2474

**Haven Drive Middle
School**
341 Haven Dr.
Arvin, CA 93203

(661) 854-6540
FAX (661) 854-1440

**Family Resource
Center**
205 So. A St.
Arvin, CA 93203

(661) 854-6533
FAX (661) 854-6559

**Family Resource
Center Annex**
207 So. A St.
Arvin, CA 93203

(661) 854-6525
FAX (661) 854-6585

March 12, 2018

City of Arvin
200 Campus Dr.
Arvin, CA 93203

03-12-2018 10:00 AM

The Arvin Union School District Fall Festival and Resource Fair has been an annual event for over 10 years. The purpose of this festival is to provide all children and families of Arvin and the surrounding communities with a safe place to enjoy activities around Halloween. The Festival is also a place where agencies and organizations provide information and assistance to residents. Arvin families look forward to and attend this community event every year. This event has grown to host over a thousand of local Arvin residents.

The Festival is run entirely on donations. Last year, inflatable activities such as a maze, obstacle course and giant slide were added. These additions were very popular, yet costly. It is our hope to provide other fun experiences such as a petting zoo, face painting etc. next year. We are asking the City of Arvin to consider a grant to assist the Arvin Union School district offering this great community event again next Fall 2018.

Thank you,

Karen Davis
Supervisor, Family Resource Center
Arvin Union School District



Distinguished Achievement Award
2011 AIR Health Awards
California Department of Public Health

Community Benefits Request for Donations

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Legal Name of Organization: HAVEN DRIVE MIDDLE SCHOOL

Program/ Activity Name: Requested Amount: \$ 2,000

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form:

Brief description: ACADEMIC SCHOLARSHIP FOR GRADUATING 8TH GRADERS. (PERCENTAGE SEE ATTACHED).
HAVEN DRIVE MIDDLE SCHOOL.

Mailing Address: 341 HAVEN DRIVE

City: ARVIN State: CA Zip: 93203

Contact Person(s): CALISTANO GUTIERREZ OR MICHELLE DAWSON

Phone: 661-854-6540 Fax: _____

Email Address: CGUTIERREZ@ARVIN-DO.COM

Name of Authorized Official: CALISTANO GUTIERREZ

Signature of Authorized Official: [Signature] Date: 3/12/18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****



Arvin Union School District

737 BEAR MOUNTAIN BOULEVARD, ARVIN, CA 93203, (661) 854-6500



Haven Drive Middle School

341 Haven Drive
Arvin, CA 93203
(661) 854-6540, (661) 854-1440 FAX

Mr. Calletano Gutiérrez, Principal
Mrs. Michelle Davidson, Interim Vice
Principal

March 12, 2018

To Whom It May Concern:

To continue our tradition of providing our graduating students with an opportunity to apply for and receive an Academic Scholarship, we are asking the city of Arvin to donate up to \$2,000 to have made available for our Haven Drive students. The students chosen would be able to use it after graduating high school and showing proof of enrolling in a college. Since starting this tradition, 100% of students who received a scholarship have been able to claim the money awarded to them.

We would appreciate your consideration in donating this money for our graduating students.

Sincerely,

Calletano Gutierrez
Principal
Haven Drive Middle School
Arvin, CA

Michelle Davidson
Vice Principal
Haven Drive Middle School
Arvin, CA

Community Benefits Request for Donations

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Legal Name of Organization: Bear Country Sports Grizzly Football + cheer

Program/ Activity Name: Requested Amount: \$ 1,500.00

Briefly describe the Program/Activity below and attach (1) a letter of request or a more detailed description of the Program/Activity; (2) non-profit status paperwork and (3) w-9 IRS form: # 813184981

Brief description: Grizzly Football has been in Arvin Community for over 30 years. We service over 150 children, and we have youth football and youth cheerleading.

Mailing Address: 11505 Rose St

City: Lamont State: CA Zip: 93241

Contact Person(s): Mario Pena

Phone: 661-852-1031 Fax: N/A

Email Address: mariothepena@yahoo.com

Name of Authorized Official: Mario Pena - President

Signature of Authorized Official: Mario Pena Date: 3-12-18

****Return the form to City Clerk, City of Arvin, 200 Campus Dr., Arvin CA 93203. 661-854-3134****

Arvin Grizzlies Youth Football and Cheer



Est.1987

03-11-12P09:49 RCW

To City of Arvin:

On behalf of the Arvin Grizzly Football players and cheerleaders, this letter is a request for the support from our city.

Our program is the one of the largest youth programs in our city! We carry **110** football players ages (5-14) and **50** cheerleaders ages (5-14). In the upcoming year, our program plans to compete in the highest competition of youth football games in and around Kern County. In addition, our cheer program also competes in a season ending competition that includes a routine which combines dance, cheer and stunts. This will be the first time ever that a cheerleading squad from our program has competed. We are incredibly excited to represent the City of Arvin to the best of our ability.

However, the costs of competing have placed us in need of support from our community. These costs include equipment, entry fees, and uniforms. If in any way, you could help us achieve our goal of competing, we would be very grateful. Our current fundraising efforts have not been as successful as we had hoped, and our children truly wants to represent The City of Arvin to the best of our ability.

If the city is able to sponsor us in any way, we are proud to offer the city a sponsor space during our home games and an ad on our Facebook site. Football and Cheer have endless coasts and right now we are asking for 1,000 dollars. However larger and smaller donations are always appreciated.

We need to raise approximately \$18,000 in order to cover all of the costs of this season. Again these cost include helmets (160.00 per), jerseys (25.00 per), shoulder pads (75.00 per) and full cheer uniforms (220.00 per) Any help you could give us would be greatly appreciated. Again, all donations will also be acknowledged at home football games in the fall. All donations are tax deductible. For more information, please contact President Mario Pena @ 661-852-1031 or Gustavo Valdavinios @ 661-205-3752. We would like to thank you for your time and your support.

Sincerely,

Mario M. Pena

President, Arvin Grizzlies Youth Football and Cheer



CITY OF ARVIN Staff Report

Meeting Date: March 20, 2018

TO: Arvin City Council

FROM: **Dale Ducharme, Veolia Project Manager**
Alfonso Noyola, City Manager

SUBJECT: Discussion of Veolia Proposal to Construct Temporary Parshall Flume at Arvin Wastewater Treatment Plant

BACKGROUND:

The City of Arvin Wastewater Treatment Plant treats sewage with two separate secondary treatment plants. One of these plants is rated to treat 1,400,000 gallons per day (1.4 MGD). The other plant is rated to treat 0.6 MGD. The design ratings were calculated in 1998 when the typical sewage flow was 100 gallons per person per day. Essentially, the existing facility was designed for a city of 20,000 people.

The average daily flow in 2017 was 1.0925 MGD. This could lead one to believe the plant is operating at only one half of capacity. Wastewater plants are biological systems that rely on bacteria to consume the organic material in wastewater. In addition to the hydraulic rating there are two measurements of sewage strength that are included in the plant design. These are Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). The design ratings for both of these are 250 mg/l. The averages for BOD and TSS in 2017 were 415 and 272, respectively. The plant is receiving over 90% of the design BOD loading and nearly 60% of the TSS, when calculated as pounds per day. These numbers indicate the plant will need to be upgraded in the very near future.

The City is exploring options for upgrading the wastewater plant. There are a number of factors that must be investigated before the City can begin designing the future wastewater plant. It appears likely that the City will not be in a position to construct a plant to address the City's needs for growth for some time.

The plant cannot utilize 100% of the capacity of both plants at this time. The two plants are rated at 70% and 30% of total plant flow. Currently they are receiving 80% and 20%. This incorrect balance causes the larger plant to be stressed due to high loading and the smaller plant to actually suffer from insufficient loading. The existing plant piping does not provide the plant operators with a method to correctly balance the hydraulic load to the two plants. Additionally, the pipe supplying the smaller plant is subject to plugging which further reduces flow and requires frequent remedial action by plant operators.

Fortunately, a solution is readily available. Veolia provided the City with a design for a temporary solution to this problem. A Parshall Flume and other appurtenances needed to balance and measure the flows to the two plants will optimize the plant facilities and provide the City with additional time to investigate, design and construct a more robust treatment plant.

FINANCIAL IMPACT:

The total cost including bidding, construction and inspection is estimated at less than \$300,000.

RECOMMENDATION:

Direct Veolia to provide the City with a request for a Task Authorization for consideration by the City Council as soon as possible, but no later than May 15, 2018.



ANNUAL REPORT FY 2017-2018

SIGNIFICANT EVENTS AND ACCOMPLISHMENTS

- **We will complete 20 years without a Lost Time or OSHA Recordable accident on May 1**
- **Completed second full year of continuous sludge hauling.**
 - **Shipped 2,200 wet tons, 318 dry tons**
- **Performed Video Inspection of over 20,000 feet of sewers**
- **Cleaned approximately 63,000 of sewers**
 - **Semi-Annual Hot Spots and Cleaning Route 3 are scheduled for April and June 2018**
- **Donated \$9,996 to nonprofit organizations**

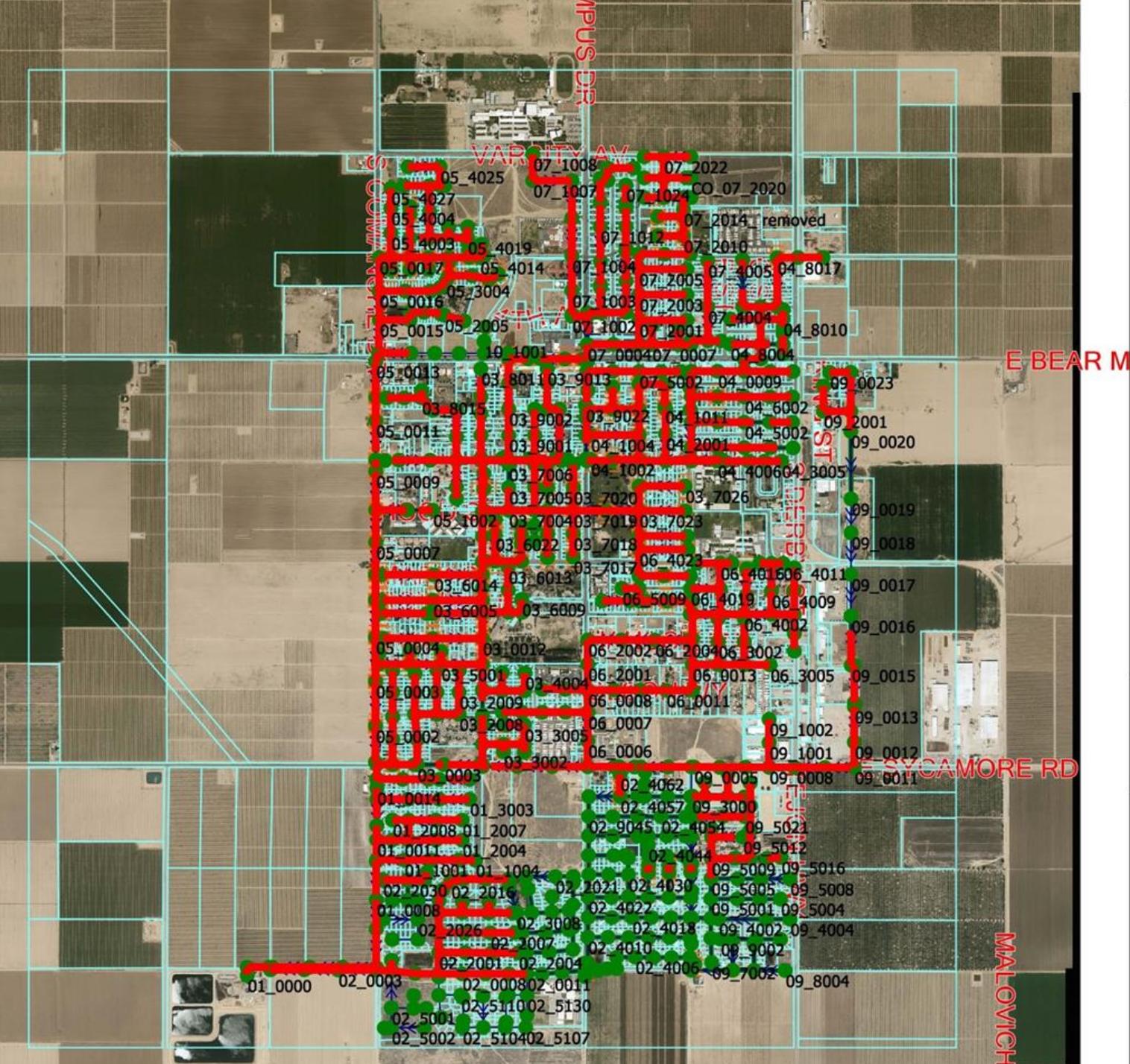


ANNUAL REPORT FY 2017-2018

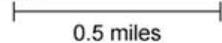
SIGNIFICANT EVENTS AND ACCOMPLISHMENTS (CONTINUED)

- **Initiated Capital Improvement Plan (CIP) by completing design of three sewer main extensions and one plant piping modification**
 - **Derby St. – Haven Dr. to Franklin St.**
 - **Derby St. – Fallbrook Ave. to Sycamore Rd.**
 - **Meyer St. – Langford Ave. to Hanson Ln.**
 - **Oxidation Ditch influent flow meter and headworks distribution box**
- **Overhauled influent screw pumps**

FOG inspection [2]



Map Centre Coords
x: 1923769, y: 689102
Date Printed: 2/6/2018
Scale 1:32000





COMMUNITY INVOLVEMENT

- **Donated \$1,666 to each of six local youth organizations**
 - **Arvin High School**
 - **We the People, Health Occupation Students of America, Marching Band, Future Farmers of America and School Inspiration Club**
 - **Arvin Boxing Club**
- **Project Manager Dale Ducharme attended most Arvin Lions Club meetings**
 - **Volunteered at the annual fireworks stand and annual clay shoot fundraising events**
- **Provided Veolia / City of Arvin label bottled water for a number of community events including:**
 - **City Council meetings, Arvin Chamber of Commerce events, Flower Seed Festival, Lions Club Clay Shoot, Activity Park and the Palms grand opening events**



PLANNED ACTIVITIES 2017-2018

- **Clean approximately 55,000 feet of sewers**
- **Clean hot spots twice (April and October)**
- **Video inspection of 10% of sewer system**
 - **Including all sewers constructed within the last year prior to expiration of one year warranty.**
- **Contribute over \$10,000 to Arvin nonprofit groups**
- **Assist City with CIP projects**



RECOMMENDED CAPITAL PROJECTS

ALL CAPITAL PROJECTS SUBJECT TO COUNCIL APPROVAL AND PROCUREMENT OF AFFORDABLE FUNDING

- **Construct Oxidation Ditch Parshall Flume**
- **Install at least one of the proposed sewer extensions**
Derby St. – Haven Dr. to Franklin St.
- **Complete Treatment Plant Pavement Replacement**
- **Digester Sludge Pumping System – Piping
Replacement (2016 CIP)**



Revise / Update Sewer System Capital Improvement Plan (CIP) Recommendations 2017-2024

- **Specific Treatment Plant projects have become confused over the last five years due to multiple staff and consultant changes**
- **Sufficient video inspection will be completed by 2018 to revise the existing Capacity Assurance Plan and incorporate a long range Collection System CIP Action Plan**
- **Investigate plant expansion alternatives and recommend an action plan to City Council**
 - **Plant nearing capacity and existing farm contracts terminate in 2021**
- **The City's 250 \pm Acres of Farm Land may have increased greatly in value**



SEWER RATE STUDY (PROP 218)

- **California law requires the City to perform a study to determine the appropriate rates to charge for sewer service**
 - **Current rates adopted 2014**
- **Rates must be based on actual operating costs and established capital repair and upgrade needs**
- **Aggressive studies, outlined on the previous slide, are needed this year to provide accurate costs for the Prop 218 study**













QUESTIONS?





**ANNUAL REPORT
PRESENTED TO CITY OF ARVIN
CONTRACT OBLIGATION B.6**

Fiscal Year 2017-2018

SIGNIFICANT EVENTS AND ACCOMPLISHMENTS:

1. Will complete 20 years without a Lost Time or OSHA Recordable accident May 1, 2018
2. Completed second full year of continuous sludge hauling
3. Cleaned and inspected over 20,000 feet of sewers
 - a. Most of this year's inspections were of areas where problems had been observed in the past, including most of Walnut Ave.
 - i. Walnut Ave was inspected late at night at low flow and found to be generally in good condition. Flowing half full at mid-day is to be expected of a main trunk sewer serving over 90% of the design population.
 - b. Most of the problems proved to be temporary and have been remedied by regular cleaning
4. Cleaned approximately 61,790 feet of sewer mains April 2017 and March 2018
 - a. Includes 19,332 feet of "hot spot" sewers
5. Continued annual community donations of \$10,000
 - a. Participated in Arvin Lion's Club annual fireworks sales and annual clay shoot to raise money for Arvin youth.
6. Completed design of three sewer main extensions and plant oxidation ditch influent meter pipe replacement to enhance plant hydraulic capacity
7. Worked with City Engineer to design treatment plant pavement improvements needed to facilitate loading and moving sludge haul bins.
8. Overhauled both influent screw pumps.

PLANNED ACTIVITIES APRIL 2018 – MARCH 2019

1. Clean Routes 3-6

2. Clean “hot spots” twice
3. Video inspect 10% of sewer system
 - A. To include all new sewer mains to ensure integrity prior to City final acceptance.
4. Construct at least one of three sewer extensions
 - a. Derby St; Haven Dr. to Franklin St.
5. Construct new Parshall Flume and pipe to increase flow to oxidation ditch at wastewater treatment plant.
6. Assist City in updating Wastewater CIP

RECOMMENDED CAPITAL IMPROVEMENTS

1. Initiate design of treatment plant expansion and improvements
 - a. Determine optimal flow/population to be served
 - b. Determine appropriate level of treatment based on most practical long term effluent reuse option(s)
2. Update Capacity Assurance Plan
 - a. Current plan developed in 2010
 - i. General Plan Zoning has changed since the plan was drafted
 - ii. City is currently proposing increasing sphere of influence and attempting to attract industry that may affect sewer capacity

ASSIST CITY WITH PROP 218 UPDATE

1. Current Prop 218 rates must be re-evaluated prior to June 2019



City of Arvin - General Fund Revenue Analysis
 Fiscal Year 2017-18 as of 02/28/18. % of year = 66
 Based on revised budget adopted 11/04/2017
 dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	236	157	66.5%
Franchise Fees	385	176	45.7%
Grants	409	144	35.2%
Planning Department Fees	500	228	45.6%
Police Department Fees	170	44	25.9%
*Property Tax Fees	416	127	30.5%
Rental of Facilities	51	35	68.6%
**Sales Tax - general	731	348	47.6%
**Sales Tax - Measure L	1,267	898	70.9%
***Vehicle License Fees/taxes	1,603	1,011	63.1%
One-Time Revenue	100	100	100.0%
Net revenue received	5,868	3,268	55.7%
Recovery of PY Sewer expense (a)	1,000	1,000	100.0%
Total General Fund Revenue YTD	6,868	4,268	62.1%

* - Property Tax revenue is generally received in December and April/May.

** - General Sales Tax and Measure L Sales Tax revenue are received two months in arrears.

*** - Vehicle license in-lieu of fees are received twice per year - generally in December and in April.

(a) - approved by Council - item 6.C on 11/07/17

City of Arvin - General Fund Expense Analysis
 Fiscal Year 2017-18 as of 02/28/18. % of year = 66
 Based on revised budget adopted 11/04/2017
 dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,225	2,686	63.6%
Kern County Contracts	617	414	67.1%
General City Expenses	380	198	52.1%
*Professional Service Contracts	352	338	96.0%
Maintenance	309	147	47.6%
Legal	221	272	123.1%
Information Technology	115	80	69.6%
Utilities	183	137	74.9%
Interest	79	43	54.4%
Grant expenses	265	-	0.0%
One-time expenses	100	11	11.0%
Total General Fund Expenses	6,846	4,326	63.2%

*Prof Serv Contracts: (\$338k year to date)

Finance:

Interim Finance Director	22
BHK - Bank reconciliations	24
Finance Director Recruit	15
Pun Group (Audit)	8

Finance total 69

Planning/Engineering:

JAS Pacific	211
QK	20
DeWalt	38

Planning/Engineering total 269