



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

**TUESDAY APRIL 17, 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 30, 2018 – April 12, 2018.
- B. Approval of Payroll Register(s) of April 06, 2018.
- C. Approval of the Minutes of the Regular Meeting(s) of March 20, 2018 and April 03, 2018 and Special Meeting(s) of March 27, 2018.
- D. Approval of A Proclamation Proclaiming April 2018 as Sexual Assault Awareness Month in the City of Arvin.
- E. Approval of A Proclamation Proclaiming April 16 – 27, 2018 as High School Voter Registration Education Weeks .
- F. Approval of Letters of Support for Funding for Valley Fever Institute at Kern Medical.
- G. Approval of Letter of Support AB 1764 (Salas) Related to Relinquishing State Route 184 (SR-184) from CalTrans to the City of Bakersfield and Kern County Respectively, Allowing These Agencies to Expedite General Maintenance Projects As Well As Other Projects Along the Road Necessary to Improve Public Safety .
- H. Approval of A Resolution of the City Council of the City of Arvin Dispensing With Further Public Bidding for the Water Element and Authorizing the City Manager to Execute an Agreement with Collins & Schoettler for the Water Element Planning Project.

Staff recommends approval of Consent Agenda.

Motion _____ Second _____ Vote _____

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

4. DISCUSSION ITEM(S)

- A. Cannabis Ordinance Update (Finance Director)

5. STAFF REPORTS

- A. [Monthly Financial Report – March 2018](#) (Finance Director)

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)
Three 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 Service Employees International Union (SEIU) Local 521

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 April 12, 2018.



Cecilia Vela, City Clerk

Edit List of Invoices - Summary

DEMAND LIST 04/05/2018

Date: 04/06/2018

Time: 10:52 am

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City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46628	ACC BUSINESS	180702563	04/05/2018		04/05/2018	INTERNET ACCESS A#1205939	1,079.80
						Vendor Total:	1,079.80
46629	ADVANCED PLUMBING	206303	04/05/2018		04/05/2018	PLUMBING SVC. KOVACEVICH PA	321.68
						Vendor Total:	321.68
46630	ALESHIRE & WYNDER, LLP	44831	04/05/2018		04/05/2018	SINGH, HARVINDER 1.3.18	6,400.00
46631	ALESHIRE & WYNDER, LLP	COA LEGAL SVC. FEB. 2016	04/05/2018		04/05/2018	COA LEGAL SVC. FEB. 2016	39,332.65
						Vendor Total:	45,732.65
46632	AMERICAN BUSINESS MACHINES	381484	04/05/2018		04/05/2018	TONER-CITY HALL	8.00
						Vendor Total:	8.00
46633	JAVIER ARREOLA	2013-2023 HOUSING ELEMENT	04/05/2018		04/05/2018	TRANSLATION SVC.	87.15
						Vendor Total:	87.15
46634	ARVIN COMM SERVICES DIST	CITY OF ARVIN 2.20.18-3.22.18	04/05/2018		04/05/2018	SVC 02.20.18-03.22.18	7,334.24
						Vendor Total:	7,334.24
46635	AT&T MOBILITY	287251442687X03282018	04/05/2018		04/05/2018	A#287251442687 2.23.18-3.22.18	211.84
						Vendor Total:	211.84
46636	AVSMART TECHNOLOGIES	6218	04/05/2018		04/05/2018	COUNCIL CHAMBERS SOUND SY:	400.00
						Vendor Total:	400.00
46637	BLACKBURN OIL COMPANY LLC	FUEL USAGE MARCH 2018	04/05/2018		04/05/2018	FUEL USAGE MARCH 2018	7,676.49
						Vendor Total:	7,676.49
46627	BUSINESS LICENSE REFUND	REIMBURSEMENT RECEIPT#30096	04/05/2018		04/05/2018	INSPECTION REIMBURSEMENT	50.00
						Vendor Total:	50.00
46639	C & T AUTOMOTIVE, INC	900023945	04/05/2018		04/05/2018	MAINTENANCE FLEET#302	329.78
						Vendor Total:	329.78
46648	CHAMPION HARDWARE	142844	04/05/2018		04/05/2018	WALK GATE REPAIR	157.10
						Vendor Total:	157.10
46640	COMMUNICATION ENTERPRISES	1094557	04/05/2018		04/05/2018	LTR 450 PAMPA DISPATCH-TRANS	135.00
46641	COMMUNICATION ENTERPRISES	1094558	04/05/2018		04/05/2018	LTR 450 PAMPA DISPATCH-M&I DE	165.00
						Vendor Total:	300.00
46642	COMPLETE HARDWARE STORE & MORE	181828	04/05/2018		04/05/2018	SWAMP REPAIR 7-11 STORE	21.61
46643	COMPLETE HARDWARE STORE & MORE	182094	04/05/2018		04/05/2018	GITS PARK LIGHTS REPAIR	1.52

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46644	COMPLETE HARDWARE STORE & MORE	174523	04/05/2018		04/05/2018	CITY YARD SUPPLIES	36.78
						Vendor Total:	<u>59.91</u>
46638	CSJVRMA	RMA-2018-0264	04/05/2018		04/05/2018	2017-2018 LIABILITY PROGRAM	101,212.00
						Vendor Total:	<u>101,212.00</u>
46645	DEWALT CORPORTATION	1085954	04/05/2018		04/05/2018	ENGINEERING SVC. FEB. 2018	8,111.25
						Vendor Total:	<u>8,111.25</u>
46646	DIAMOND IT PREPAID USE 28-397	21351	04/05/2018		04/05/2018	IT PREPAID SVC.	25,000.00
						Vendor Total:	<u>25,000.00</u>
46647	FAIRBANK, MASLIN, MAULLIN,	238447	04/05/2018		04/05/2018	COA FINANCE MEASURE DUAL M	10,375.00
						Vendor Total:	<u>10,375.00</u>
46649	JAS PACIFIC	B112871	04/05/2018		04/05/2018	PLANNER SVC. FEB. 2018	21,203.70
46650	JAS PACIFIC	B112874	04/05/2018		04/05/2018	BUILDING INSPECTOR SVC. FEB	4,425.00
						Vendor Total:	<u>25,628.70</u>
46651	LIEBERT CASSIDY WHITMORE	1445797	04/05/2018		04/05/2018	COA 01159-0004 BO-DFEH	5,024.80
46652	LIEBERT CASSIDY WHITMORE	1447357	04/05/2018		04/05/2018	COA 01159-0009 VELA	3,957.00
46653	LIEBERT CASSIDY WHITMORE	1450550	04/05/2018		04/05/2018	COA 01159-0009 VELA	3,220.00
46654	LIEBERT CASSIDY WHITMORE	1452090	04/05/2018		04/05/2018	COA 01159-0009 VELA	2,206.05
						Vendor Total:	<u>14,407.85</u>
46655	FERNANDO LOPEZ	INTERPRETER SVC. APRIL 2018	04/05/2018		04/05/2018	INTERPRETER SVC. APRIL 2018	320.00
						Vendor Total:	<u>320.00</u>
46656	MOUNTAINSIDE DISPOSAL	496243	04/05/2018		04/05/2018	90/GAL CART SERVICE APR.2018	20.49
46657	MOUNTAINSIDE DISPOSAL	495844	04/05/2018		04/05/2018	LANDFILL FEE APRIL 2018	162.12
						Vendor Total:	<u>182.61</u>
46658	O'REILLY AUTOMOTIVE, INC	4451-341846	04/05/2018		04/05/2018	MAINTENANCE FLEET#304	49.76
						Vendor Total:	<u>49.76</u>
46659	PACIFIC TIRE ARVIN	19912	04/05/2018		04/05/2018	MAINTENANCE FLEET#BOBCAT	105.00
46660	PACIFIC TIRE ARVIN	19969	04/05/2018		04/05/2018	MAINTENANCE FLEET#LAWNMOV	209.60
46661	PACIFIC TIRE ARVIN	20059	04/05/2018		04/05/2018	MAINTENANCE FLEET#LAWNMOV	235.58
46662	PACIFIC TIRE ARVIN	20061	04/05/2018		04/05/2018	MAINTENANCE FLEET#302	412.21
46663	PACIFIC TIRE ARVIN	20112	04/05/2018		04/05/2018	MAINTENANCE FLEET#LAWNMOV	392.80
						Vendor Total:	<u>1,355.19</u>

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46664	PRINTING SYSTEMS	201558	04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	111.88
						Vendor Total:	111.88
46666	SO. CAL. GAS CO.	A#10271662008 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	333.56
46667	SO. CAL. GAS CO.	A#07111833724 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	175.26
46668	SO. CAL. GAS CO.	A#05631670006 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	90.74
46669	SO. CAL. GAS CO.	A#05631667143 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	279.09
46670	SO. CAL. GAS CO.	A#10051841004 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	121.64
46671	SO. CAL. GAS CO.	A#08571665762 3.28.18	04/05/2018		04/05/2018	SVC. 02.23.18-03.26.18	113.46
						Vendor Total:	1,113.75
46672	SOUTHERN VALLEY CHEMICAL	046687	04/05/2018		04/05/2018	SUPPLIES-PARKS	891.11
						Vendor Total:	891.11
46675	SPARKLE TEXTILE RENTAL SERVICE		04/05/2018		04/05/2018	UNIFORM SVC. MARCH 2018	1,443.40
						Vendor Total:	1,443.40
46676	SPARKLETTS	4361964 040118	04/05/2018		04/05/2018	SVC. MARCH 2018	144.15
46702	SPARKLETTS	15470162 033018	04/05/2018		04/05/2018	SVC. MARCH 2018	87.43
						Vendor Total:	231.58
46673	SPECTRUM BUSINESS	04070101032718	04/05/2018		04/05/2018	A#0050640701-01 SVC 04/2018	274.28
46674	SPECTRUM BUSINESS	069794801032418	04/05/2018		04/05/2018	A#0050697948-01 SVC 04/2018	104.33
						Vendor Total:	378.61
46677	ST. THOMAS CHURCH		04/05/2018		04/05/2018	REIMBURSEMENT DEPOSIT	350.00
						Vendor Total:	350.00
46665	STAPLES & ASSOCIATES	5932	04/05/2018		04/05/2018	ENERGY WATCH 2018-M&I DEPT.	925.05
						Vendor Total:	925.05
46678	STAPLES BUSINESS ADVANTAGE	7190036639-0-2	04/05/2018		04/05/2018	OFFICE SUPPLIES-POLICE DEPT.	580.87
46679	STAPLES BUSINESS ADVANTAGE	7190984914-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	134.79
46680	STAPLES BUSINESS ADVANTAGE	7191070549-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-FINANCE DEP'	68.36
46681	STAPLES BUSINESS ADVANTAGE	7191011517-0-2	04/05/2018		04/05/2018	OFFICE SUPPLIES-POLICE DEPT	317.78
46682	STAPLES BUSINESS ADVANTAGE	7191817135-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	114.79
46683	STAPLES BUSINESS ADVANTAGE	7192065853-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-FINANCE DEP'	49.32
46684	STAPLES BUSINESS ADVANTAGE	7192065853-0-2	04/05/2018		04/05/2018	OFFICE SUPPLIES-FINANCE DEP'	12.76
46685	STAPLES BUSINESS ADVANTAGE	7192201423-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-TRANSIT DEP'	243.68
46686	STAPLES BUSINESS ADVANTAGE	7192671205-0-1	04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	16.23

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46687	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	
		7192671205-0-2					204.73
46688	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	
		7192671205-0-3					20.77
46689	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	
		7192671205-0-4					33.11
46690	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	
		7192671205-0-5					162.36
46691	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		7192837375-0-1					125.00
46692	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		7193616792-0-1					104.97
46693	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		7193892497-0-1					92.08
46694	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		719408452-0-1					103.35
46695	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-POLICE DEPT.	
		7194114934-0-1					495.86
46696	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-FINANCE DEP'	
		7194325084-0-1					163.25
46697	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		7194862119-0-1					128.09
46698	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-CITY HALL	
		7194846917-0-1					260.87
46699	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	GITS PARK DOG STATIONS	
		7194947489-0-1					119.02
46700	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	GITS PARK DOG STATIONS	
		7194947489-0-2					649.49
46701	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	GITS PARK DOG STATIONS	
		71494947489-0-3					410.47
46715	STAPLES BUSINESS ADVANTAGE		04/05/2018		04/05/2018	OFFICE SUPPLIES-COMM.DEV.DE	
		7193644888-0-1					150.50
						Vendor Total:	4,762.50
46703	PATRICIA STEWART		04/05/2018		04/05/2018	POST MANAGEMENT COURSE	
		POST PLAN IV-MODULE A 5/14-18					410.00
46704	PATRICIA STEWART		04/05/2018		04/05/2018	POST MANAGEMENT COURSE	
		POST PLAN IV-MODULE B 6/4-6/7					335.00
46705	PATRICIA STEWART		04/05/2018		04/05/2018	POST MANAGEMENT COURSE	
		POST PLAN IV-MODULE C 6/25-28					335.00
						Vendor Total:	1,080.00
46706	SUPPLYWORKS		04/05/2018		04/05/2018	CLEANING SUPPLIES-COA	
		434433058					1,384.75
						Vendor Total:	1,384.75
46707	TEL-TEC SECURITY SYSTEMS		04/05/2018		04/05/2018	ADOBE COMPLEX-FIRE MONITOF	
		618428					55.00
						Vendor Total:	55.00
46708	TRINITY SAFETY COMPANY-TSC		04/05/2018		04/05/2018	SAFETY SUPPLIES-M&I DEPT.	
		46715-1					480.37
						Vendor Total:	480.37
46709	VERIZON WIRELESS 609123961-1		04/05/2018		04/05/2018	CELL PHONES SVC.-POLICE DEP'	
		9804235123					471.43
						Vendor Total:	471.43
46710	VERIZON WIRELESS 609123961-3		04/05/2018		04/05/2018	AIR CARDS SVC. POLICE DEPT.	
		9804235124					646.17
						Vendor Total:	646.17
46711	VERIZON WIRELESS 609123961-4		04/05/2018		04/05/2018	SVC. 02.26-03.25 TRANSIT DEPT.	
		9804235125					304.08

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount	
						Vendor Total:	304.08	
46712	WELLS FARGO LEASE PMTS		04/05/2018		04/05/2018	A#603-0154528-000 COMM.DEV.DI	121.16	
		5004701582						
46713	WELLS FARGO LEASE PMTS		04/05/2018		04/05/2018	A#603-013828-000 POLICE DEPT.	183.86	
		5004685630						
						Vendor Total:	305.02	
46714	WEST COAST LIGHTS & SIRENS INC		04/05/2018		04/05/2018	UNIT#284	3,942.87	
		16163						
						Vendor Total:	3,942.87	
							Grand Total:	269,268.57
							Less Credit Memos:	0.00
							Net Total:	269,268.57
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	269,268.57
Total Invoices: 89								

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Date: 04/11/2018

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
46731	ALLSTATE		04/11/2018		04/11/2018	POST TAX MARCH 2018	
		CASE#91936	POST TAX INS. 3.18				350.73
						Vendor Total:	350.73
46743	ARVIN TRUE VALUE		04/11/2018		04/11/2018	VEHICLE SUPPLIES -M&I DEPT.	
		A99329					86.78
						Vendor Total:	86.78
46716	CALIFORNIA BUILDING STANDARDS		04/11/2018		04/11/2018	BSTD FEES REPORT JAN-MAR. 2018	
			BSTD FEES REPORT 1.1.-3.31.18				467.10
						Vendor Total:	467.10
46730	CALIFORNIA DEPARTMENT OF TAX		04/11/2018		04/11/2018	DIESEL FUEL TAX 1.1.18-3.31.18	
			DIESEL FUEL TAX 1.1.18-3.31.18				1,396.44
						Vendor Total:	1,396.44
46724	CARTWRIGHT WHEEL & BRAKE SVC		04/11/2018		04/11/2018	MAINTENANCE FLEET#269	
							130.00
46725	CARTWRIGHT WHEEL & BRAKE SVC		04/11/2018		04/11/2018	MAINTENANCE FLEET#273	
							100.00
						Vendor Total:	230.00
46720	CENTRAL CALIF. ASSOC. PUBLIC		04/11/2018		04/11/2018	COA UNION DUES 4.6.18	
			COA UNION DUES 4.6.18				698.89
						Vendor Total:	698.89
46717	DEPARTMENT OF CONSERVATION		04/11/2018		04/11/2018	QUARTER REPORT FEE 1.1-3.31.18	
			QUARTER REPORT FEE 1.1-3.31.18				1,557.74
						Vendor Total:	1,557.74
46726	DIAMOND TECHNOLOGIES, INC		04/11/2018		04/11/2018	OFFICE 365 SVC. FEB. 2018	
							856.70
						Vendor Total:	856.70
46718	DIVISION OF THE STATE		04/11/2018		04/11/2018	DSA 796 1ST QTR 2018	
							56.80
46719	DIVISION OF THE STATE		04/11/2018		04/11/2018	DSA 786 1ST QTR 2018	
							42.60
						Vendor Total:	99.40
46721	FRANCHISE TAX BOARD		04/11/2018		04/11/2018	WITHHOLDING ORDER 4.6.18	
							150.00
						Vendor Total:	150.00
46732	GENERAL OFFICE		04/11/2018		04/11/2018	METER READING SVC. PD &	
							577.99
						Vendor Total:	577.99
46727	GOLDEN EMPIRE TOWING INC		04/11/2018		04/11/2018	TOWING SVC. FLEET 262	
							50.00
						Vendor Total:	50.00
46728	JTS TRUCKING REPAIR		04/11/2018		04/11/2018	MAINTENANCE FLEET#205	
							514.09
46729	JTS TRUCKING REPAIR		04/11/2018		04/11/2018	MAINTENANCE FLEET#207	
							420.30
						Vendor Total:	934.39
46722	KERN COUNTY SHERIFF'S OFFICE		04/11/2018		04/11/2018	LEVYING OFFICER#2018064450	
							213.24

Edit List of Invoices - Summary

DEMAND LIST 04/10/2018

Date: 04/11/2018

Time: 1:15 pm

Page: 2

City of Arvin

Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount	
						Vendor Total:	213.24	
46733	KERN RIVER POWER EQUIPMENT INC	81171	04/11/2018		04/11/2018	MOWER#1 & WEED WACKER	424.70	
46734	KERN RIVER POWER EQUIPMENT INC	81172	04/11/2018		04/11/2018	SUPPLIES-MOWERS & EDGERS	567.07	
						Vendor Total:	991.77	
46735	NAPA AUTO PARTS	610793	04/11/2018		04/11/2018	GATE REPAIR-MATERIALS	14.05	
						Vendor Total:	14.05	
46736	O'REILLY AUTOMOTIVE, INC	4451-343801	04/11/2018		04/11/2018	MAINTENANCE FLEET-M&I DEPT.	28.12	
						Vendor Total:	28.12	
46737	PACIFIC TIRE ARVIN	20234	04/11/2018		04/11/2018	MAINTENANCE FLEET#273	30.00	
						Vendor Total:	30.00	
46738	PG & E	A#8440977428-2	04/11/2018		04/11/2018	SVC 3.2.18-3.30.18	349.85	
						Vendor Total:	349.85	
46739	SITEONE LANDSCAPE SUPPLY LLC	85065338	04/11/2018		04/11/2018	IRRIGATION MATERIALS-PARKS	1,840.99	
46740	SITEONE LANDSCAPE SUPPLY LLC	85065364	04/11/2018		04/11/2018	TOOLS FOR POTHOLES	40.59	
46741	SITEONE LANDSCAPE SUPPLY LLC	85065511	04/11/2018		04/11/2018	SUPPLIES-WEED WACKER	217.93	
						Vendor Total:	2,099.51	
46742	SO. CAL. GAS CO.	A#085-832-2970 6	04/11/2018		04/11/2018	NATURAL GAS VEHICLE FUEL 3.1	13.00	
						Vendor Total:	13.00	
46723	VANTAGE POINT TRANSFER AGENTS	457K CONTRIBUTIONS/LOAN 4.6.18	04/11/2018		04/11/2018	457K CONTRIBUTIONS/LOAN 4.6.18	257.95	
						Vendor Total:	257.95	
46744	VERIZON WIRELESS	A#642023305-1 9804393860	04/11/2018		04/11/2018	A#642023305-00001 SVC MAR 201	120.18	
						Vendor Total:	120.18	
46745	WEST COAST LIGHTS & SIRENS INC	16404	04/11/2018		04/11/2018	UNIT #287	873.74	
46746	WEST COAST LIGHTS & SIRENS INC	16405	04/11/2018		04/11/2018	UNIT#285	3,942.87	
						Vendor Total:	4,816.61	
							Grand Total:	16,390.44
							Less Credit Memos:	0.00
							Net Total:	16,390.44
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	16,390.44
Total Invoices: 31								

EARNINGS REPORT

04-06-18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 03/28/2018 to 04/06/20
 City of Arvin

Date: 4/12/2018
 Time: 8:52:56

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	11,510.21	0.00	0.00	303.19	0.00	0.00	7,279.21	0.00
		4,437.47	0.00	0.00	761.60	0.00	1,536.70	0.00	230.79	129,724.83
		208.95	565.44	0.00	0.00	3,979.28	834.64	1,978.21	0.00	
		2,177.26	0.00	0.00	717.03	171.92	0.00	0.00	0.00	
		225.00	762.85	0.00	84,730.80	198.46	0.00	0.00	0.00	
		0.00	2,920.51	0.00	0.00	0.00	110.25	0.00	0.00	
		90.78	0.00	0.00	3,327.88	666.40	0.00	0.00	0.00	

COST REPORT

04-06-18 PAYROLL

Emp. Code Desc.: CITY OF ARVIN
 From 03/28/2018 to 04/06/20
 City of Arvin

Date: 4/12/2018
 Time: 8:53:21

Employee Name	Employee ID	FUTA	MC	MC1	PER1E	PER2D	PER2E	PER2M	Other
		PER3E	PER5E	PER6E	PER9E	PERCP	PERS	PERS2	Total
		PERS3	PERS4	PERS5	PERS6	PERS8	PERS9	SS	
		SUTA						SS1	
Grand Total:	Employee Count: 51	0.00	0.00	1,676.52	542.89	0.00	573.56	0.00	0.00
		1,601.21	119.74	0.00	0.00	571.02	0.00	0.00	23,915.17
		2,860.55	0.00	0.00	1,875.27	1,440.07	0.00	7,051.68	2,557.40
		0.00							

REGULAR MEETING MINUTES

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

MARCH 20, 2018

CALL TO ORDER @ 6:03PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Robles absent; All others present.

1. Approval of Agenda as To Form.

Motion to approve Agenda.

Motion MPT Ortiz

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. 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.

Resolution No. 2018-16

- 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.

Resolution No. 2018-17

Agreement No. 2018-04 (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)

Agreement No. 2018-05 (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.

Resolution No. 2018-18

- 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.

Resolution No. 2018-19

Agreement No. 2018-06

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

Resolution No. 2018-20

Agreement No. 2018-07

- 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.

Resolution No. 2018-21

- 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.

Resolution No. 2018-22

Staff recommends approval of Consent Agenda.

Motion to approve Consent Agenda Items 3A – 3J.

Motion MPT Ortiz

Second CM Martinez

Vote 4-0

Motion to approve Consent Agenda Item 3K.

Motion CM Martinez Second CM Madrigal
from discussion and vote due to a conflict of interest.)

Vote 3-0-1 (MPT Ortiz recused himself)

Motion to approve Consent Agenda Item 3L.

Motion CM Madrigal Second CM Martinez
from discussion and vote due to a conflict of interest)

Vote 3-0-1 (MPT Ortiz recused himself)

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 to approve the donation distribution and allocation of Veolia Funds to the following groups/clubs:

- \$1,111.11 Arvin Boxing Club & Youth Center
- \$1,111.11 Arvin Soccer League
- \$1,111.11 Arvin Little League
- \$1,111.11 Arvin High School – Ivy League Project
- \$1,111.11 Arvin High School – Health Occupational Students of America (HOSA)
- \$1,111.11 Arvin High School – Future Farmers of America (FFA)
- \$1,111.11 Arvin High School – Wind Ensemble
- \$1,111.11 Arvin High School – Choirs
- \$1,111.11 Bear Country Sports Grizzly Football & Cheer

Motion CM Madrigal Second CM Martinez Vote 4-0

- 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 to direct Veolia to provide a Task Authorization Form to the City Council at a future City Council meeting.

Motion Mayor Gurrola Second MPT Ortiz Vote 4-0

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

CLOSED SESSION REPORT BY DEPUTY CITY ATTORNEY, TOMMI SAGHATELIAN:

No reportable action.

8. ADJOURNED @ 9:54PM

Respectfully Submitted,

Cecilia Vela, City Clerk

SPECIAL MEETING MINUTES

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

MARCH 27, 2018

CALL TO ORDER @ 6:03PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

1. Approval of Agenda as To Form.

Motion to approve the Agenda.

Motion Mayor Gurrola

Second MPT Ortiz

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.)

NONE

3. ACTION ITEM(S)

A. Discussion and Direction Regarding Transferring Right of Way Acquisition, Project Management, and Other Responsibilities to Caltrans for the Bear Mountain Boulevard and Derby Street Improvement Project (HSIP 5370(025), and Related Actions to Implement Council Direction. (Acting City Manager)

Staff recommends the Council provide direction to City staff regarding the potential transfer of responsibilities to Caltrans.

Motion to direct City staff to work with CalTrans to transfer the right of way acquisition, project management and other responsibilities to CalTrans for the Bear Mountain Boulevard and Derby Street Improvement Project (HSIP 5370(025)).

Motion Mayor Gurrola

Second MPT Ortiz

Vote 4-0

4. PUBLIC HEARING ITEM(S)

- A. Consideration and Introduction of An Ordinance of the City Council of the City of Arvin, Approving Zone Change Application No. 2018-01, Amending City of Arvin Zoning Map on One Parcel Comprising of 6.84 acres from R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) Located on Assessor Parcel Number (APN 190-030-48) Located at the Southwest Corner of Tejon Highway and Richardson Road (the easterly extension of Varsity Avenue) and Adoption of Negative Declaration for the Proposed Project.

Staff recommends the City Council consider introducing the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

Hearing opened.

No public testimony.

Hearing closed.

Motion to waive first reading and approve introduction of the Ordinance.

Motion Mayor Gurrola

Second MPT Ortiz

Vote 4-0

- B. Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Amending the General Plan by Adopting the City of Arvin 2013-2023 Housing Element Amendment and Associated Negative Declaration.

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

Hearing opened.

During the 20-day public review period of the Initial Study and Notice of Intent, the City received one comment letter submitted by the Arvin-Edison Water Storage District dated March 2, 2018.

Testimony received from the public: Arvin residents Franciso Gonzalez and Elizabeth Martinez spoke against approving the Resolution. Representatives from the Leadership Counsel for Justice and Accountability; Center on Race, Poverty & the Environment (CRPE); and Organizacion en California de Lideres Campesinas, Inc. recommended not to adopt the Resolution pointing out their concerns and potential hazards to the public.

Hearing closed.

Motion to adopt the Resolution and the following direction provided to staff:

- Staff is due to provide an update on the low and very moderate low opportunity sites near oil & gas development and introduction regarding inclusionary zoning and an update on the Oil & Gas Ordinance by no later than April 30, 2018.
- Removal of the following paragraph from Page 64 of the 2013-2023 Housing Element Amendment: ***“Additionally, the City of Arvin significantly updated its Oil and Gas Ordinance to ensure more rigorous public protections and***

oversight of existing and future oil and/or gas exploration within the city limits of Arvin. The ordinance was adopted City Council in November 2017.”; and insert the following sentence in its place: “The City of Arvin is proposing an amendment to the Oil and Gas Ordinance expanding development criteria and limitations for future oil and gas well occurring within the community.”

Motion Mayor Gurrola
Resolution No. 2018-23

Second MPT Ortiz

Vote 4-0

5. ADJOURNED @ 7:16PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT

REGULAR MEETING MINUTES

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

APRIL 03, 2018

CALL TO ORDER @ 6:00PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Madrigal arrived late during Closed Session Item 8A; All present.

1. Approval of Agenda as To Form.

Motion to approve the agenda with the following changes:

- **Remove Closed Session Item 8C.**
- **Remove Presentation Item 3A.**
- **Consent Agenda Item 4D removed to be considered at a future meeting.**

Motion Mayor Gurrola Second CM Martinez 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.)

NONE

3. PRESENTATION(S)

- A. Grimmway Academy School Update**
Cole Sampson, Principal – Grimmway Academy

Above Presentation Item 3A removed from the agenda.

- B. National Boys & Girls Club Week**
Maggie Cushine, Resource Development Director – Boys & Girls Club

4. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of March 16, 2018 – March 29, 2018.**
- B. Approval of Payroll Register(s) of March 23, 2018.**

- C. Approval of A Proclamation proclaiming April 9-13, 2018 as National Boys & Girls Club Week.
- D. Approval of Letter of Support AB 1764 (Salas) Related to Relinquishing State Route 184 (SR-184) from CalTrans to the City of Bakersfield and Kern County Respectively, Allowing These Agencies to Expedite General Maintenance Projects As Well As Other Projects Along the Road Necessary to Improve Public Safety.

Above Consent Agenda Item 4D removed to be considered at a future meeting.

- E. Approval of A Resolution of the City Council of the City of Arvin For the Approval and Recordation of Final Map for Tract 7321; Approval of Subdivision Improvement Agreement.

**Resolution No. 2018-24
Agreement No. 2018-08**

- F. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Examination of Sales or Transactions and Use Tax Records.

Resolution No. 2018-25

- G. Approval of A Resolution of the City Council of the City of Arvin To Authorize the City Manager and/or the Mayor to Enter Into A Consultant Services Agreement With MuniServices, LLC for Sales, Transactions and Use Tax Audit (SUTA) Services.

**Resolution No. 2018-26
Agreement No. 2018-09**

- H. Approval of Special Event Application for the Arvin Chamber of Commerce Wildflower Festival to be Held at Smothermon Park on April 23, 2018 through April 30, 2018 With the Requirement to Abide By Stipulations As Set Forth By the Arvin Police Department and the City of Arvin.

Staff recommends approval of Consent Agenda.

Motion to approve Consent Agenda Items 4A, 4B, 4C, 4E contingent upon obtaining the required signatures, 4F, 4G, and 4H with the following findings of public benefit to the community: Local clubs raise funds for scholarships; opportunity for the community to celebrate bringing the community together; and the event is a tradition that has been held for several years.

Motion Mayor Gurrola Second CM Ortiz Vote 4-0

5. PUBLIC HEARING ITEM(S)

- A. Public Hearing to Consider The Adoption of An Ordinance of the City Council of the City of Arvin Approving Zone Change Application No. 2018-01, Amending City of Arvin Zoning Map on One Parcel Comprising of 6.84 Acres From R-3 (Limited Multiple-Family Dwelling) to R-4 (Multiple-Family) Located on Assessor Parcel Number (APN 190-030-48) Located at the Southwest

Corner of Tejon Highway and Richardson Road (the Easterly Extension of Varsity Avenue) and Adoption of Negative Declaration for the Proposed Project. (City Planner)

Staff recommends the City Council consider adopting the Ordinance to be read by title only, open the hearing, allow for public testimony, close the hearing, waive second reading of the Ordinance, and approve the adoption of the Ordinance.

Hearing opened.

No public testimony.

Hearing closed.

Motion to waive second reading of the Ordinance and approve the adoption of the Ordinance.

Motion MPT Ortiz

Second CM Robles

Vote 4-0

Ordinance No. 445

- B. Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Confirming and Ordering the Annual Levy of Assessments for Fiscal year 2018-2019 for Landscaping and Lighting Maintenance District No. 1. (City Engineer)**

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

CM Ortiz recused himself from the discussion and vote for above Public Hearing Item 5B due to a conflict of interest.

Hearing opened.

No public testimony.

Hearing closed.

Motion to approve the Resolution.

Motion CM Martinez

Second CM Robles

Vote 3-0-1 (MPT Ortiz recused himself

from discussion and vote due to conflict of interest.)

Resolution No. 2018-27

6. STAFF REPORTS

- A. Annual Report – Police Department Stats (Acting City Manager/Police Chief)**

7. COUNCIL MEMBER COMMENTS

8. 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)
Two 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 Service Employees International Union (SEIU) Local 521

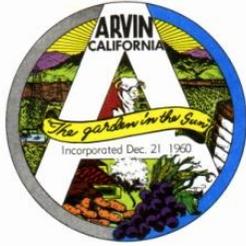
**Above Closed Session Item 8C removed from the agenda.
Closed Session Report by Deputy City Attorney, Tommi Saghatelian:
No reportable action.**

9. ADJOURNED @ 6:57PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



PROCLAMATION

Sexual Assault Awareness Month

April 2018

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member; and

Whereas, Rape, sexual assault and sexual harassment impact our community as seen by statistics indicating one in five women have experienced sexual assault by the time they complete college; and

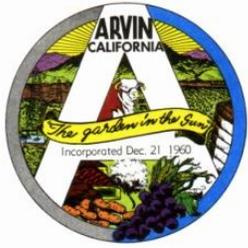
Whereas, We must work together to educate our community regarding prevention of sexual assault and how to support survivors, encouraging every person to speak out when witnessing violence, however small; and

Whereas, We strongly support the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

Now, therefore be it resolved, that the City Council of the City of Arvin join advocates against sexual violence and support service programs in the belief that all community members must be part of the solution to end sexual violence, and declare April as “Sexual Assault Awareness Month!”

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the City of Arvin to be affixed this 17th day of April 2018.

Jose Gurrola, Mayor
City of Arvin



PROCLAMATION

High School Voter Registration Education Weeks

April 16-27, 2018

Whereas, the City Council of the City of Arvin is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections by all eligible citizens of Arvin; and

Whereas, young people play a critical role in our democracy by helping choose the people who will lead us and by voicing their opinions on the issues that are important to them; and

Whereas, 16 and 17 year olds can now pre-register to vote and then automatically become active voters once they turn 18; and

Whereas, high schools are encouraged to offer voter registration to eligible students with either paper registration applications or a link on the high school website to the state's online voter registration applications; and

Whereas, high school administrators are encouraged to name one or more students as voter outreach coordinators to encourage student voter registration during High School Voter Education Weeks; and

Whereas, students are encouraged to participate in our democracy through civics and voter education programs, volunteering as poll workers, and by encouraging their peers, family members, and community to register to vote and participate in elections

Now, THEREFORE, We, the City Council of the City of Arvin do hereby proclaim April 16, 2018 through April 27, 2018 as Voter Registration Education Weeks in Arvin; And encourages eligible citizens to register to vote and be active in the democratic process in the City of Arvin.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the City of Arvin to be affixed this 17th day of April 2018.

Jose Gurrola, Mayor
City of Arvin



CITY OF ARVIN

MAYOR

Jose Gurrola

MAYOR PRO TEM

Jess Ortiz

COUNCIL MEMBERS

Jazmin Robles

Erika Madrigal

Gabriela Martinez

INTERIM CITY MANAGER

Jerry Breckinridge

April 17, 2018

The Honorable Dr. Joaquin Arambula, Chair
Budget Sub Committee No. 1 on Health and Human Services
State Capitol, Room 2031
Sacramento, CA 95814

The Honorable Philip Ting
Chair, Assembly Budget Committee
State Capitol, Room 6026
Sacramento, CA 95814

Re: SUPPORT – Funding for Valley Fever Institute at Kern Medical

Dear Assemblymember Arambula and Ting,

On behalf of the City of Arvin, we would like to express our strong support for including \$3 million dollars in the 2018-19 state budget for a research grant at the California Department of Public Health to fund Valley Fever treatment research and outreach at the Valley Fever Institute at Kern Medical.

Coccidioidomycosis, commonly known as “Valley Fever,” is a fungus found in the soil of dry, low rainfall areas. Valley Fever is caused by air or soil disturbance of tiny fungi, called Coccidioides, which live and breed within the soil. When the dust containing the spores is breathed in the fungus attacks the respiratory system, causing an infection that can lead to symptoms that resemble a cold, influenza, or pneumonia.

If Valley Fever is left untreated or mistreated, infection can quickly spread from the lungs into the bloodstream, leading to meningitis in various parts of the body. It can cause inflammation to the skin, including swelling in the brain, which can be devastating and even fatal. Many of these patients will require lifelong treatment.

The Valley Fever Institute at Kern Medical is ideally suited to be the premiere center for laboratory research, since they have the largest population of patients with Valley Fever. Patients are referred to the Institute not only locally, but regionally, nationally and internationally. Dr. Royce Johnson, Medical Director for the Institute is a leading infectious disease expert who has dedicated his career to both research and treatment of patients with Valley Fever. Currently there are clinical research trials sponsored by the National Institute of Health taking place at the Valley Fever Institute dedicated to gaining insight into the effectiveness of early treatment with medication.

Expanding the Institute will allow them to continue their mission to increase education & awareness for the public, patients and health care providers; provide the best patient

Phone (661) 854-3134
Fax (661) 854-0817

200 Campus Drive
P.O. Box 548
Arvin, California 93203

care available and promote research that includes epidemiology, clinical drug development, prevention, immunology and immunizations.

As reported cases continue to rise across the state of California, we must safeguard our most vulnerable population from this devastating disease. We ask that you would consider appropriating funds directed at the Valley Fever Institute for research, patient care and education activities earmarked toward the development of early treatment options.

Thank you for your consideration and attention to this critical matter.

Sincerely,

Jose Gurrola, Mayor
City of Arvin



CITY OF ARVIN

MAYOR

Jose Gurrola

MAYOR PRO TEM

Jess Ortiz

COUNCIL MEMBERS

Jazmin Robles
Erika Madrigal
Gabriela Martinez

INTERIM CITY MANAGER

Jerry Breckinridge

April 17, 2018

The Honorable Dr. Richard Pan, Chair
Budget Sub Committee No. 3 on Health and Human Services
State Capitol, Room 5114
Sacramento, CA 95814

Re: SUPPORT – Funding for Valley Fever Institute at Kern Medical

Dear Chairman Pan,

On behalf of City of Arvin, we would like to express our strong support for including \$3 million dollars in the 2018-19 state budget for a research grant at the California Department of Public Health to fund Valley Fever treatment research and outreach at the Valley Fever Institute at Kern Medical.

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consider appropriating funds directed at the Valley Fever Institute for research, patient care and education activities earmarked toward the development of early treatment options.

Thank you for your consideration and attention to this critical matter.

Sincerely,

Jose Gurrola, Mayor
City of Arvin

cc: Mr. Joe Stephenshaw, Staff Director, Senate Budget and Fiscal Review Committee
Mr. Scott Ogus, Consultant, Senate Budget and Fiscal Review Committee



CITY OF ARVIN

April 17, 2018

MAYOR

Jose Gurrola

MAYOR PRO TEM

Jess Ortiz

COUNCIL MEMBERS

Jazmin Robles

Erika Madrigal

Gabriela Martinez

INTERIM CITY MANAGER

Jerry Breckinridge

The Honorable Jim Frazier
Chair, Assembly Transportation Committee
1020 N Street, Room 112
Sacramento, CA 95814

RE: AB 1764 (Salas) – State Route 184 Relinquishment – SUPPORT

Dear Assemblymember Frazier:

The City of Arvin is pleased to strongly support Assembly Bill 1764, which would authorize the relinquishment of State Route 184 (SR-184) from CalTrans to the City of Bakersfield and Kern County respectively, allowing these local agencies to expedite general maintenance projects as well as other projects along the road necessary to improve public safety.

In recent years safety has increasingly become a topic of local concern along SR-184, particularly given the amount of traffic accidents that have occurred along this segment. For example, in one intersection outside the community of Weedpatch there have been over 20 collisions since 2010. There have also been a series of accidents along the northern portion of SR-184 in the area surrounding Foothill High School where students were struck by vehicles on their way to and from school. Despite the known safety concerns and community pressure for improvements, Caltrans has been slow to address the various issues along the road.

The City of Bakersfield and the County of Kern have been working with CalTrans to expedite some improvements, and they have had some success in installing new safety equipment on SR-184. However, through the collaboration between the City, County, and Caltrans an understanding was met that relinquishment of SR-184 would be in the best interest of all.

The City of Arvin agrees that the road should be relinquished. If the City and County were able to exercise control of road maintenance then safety additions could all be installed more expeditiously. For these reasons we support the relinquishment of SR-184, and kindly urge your AYE vote on AB 1764 when it comes before you in committee.

Sincerely,

Phone (661) 854-3134
Fax (661) 854-0817

200 Campus Drive
P.O. Box 548
Arvin, California 93203

Jose Gurrola, Mayor
City of Arvin



Assemblymember Rudy Salas, 32nd District
ASSEMBLY BILL 1764 – STATE ROUTE 184 RELINQUISHMENT
FACT SHEET

ISSUE

State Route 184 (SR-184) is a 14-mile roadway east of SR-99 which connects SR-223 in the south to SR-178 within the City of Bakersfield. Although SR-184 has been statutorily designated as a state highway since 1964, over the years it has functioned more as a local road.

In recent years safety has increasingly become a topic of local concern along SR-184, particularly given the amount of traffic accidents that have occurred along this segment. For example, in one intersection alone on SR-184 outside the community of Weedpatch, there have been over 20 collisions since 2010. There have also been a series of accidents along the northern portion of SR-184, which cuts through suburban Bakersfield, in the area surrounding Foothill High School. In recent years several students have been struck by vehicles along the road in that area while on their way to and from school. Despite the known safety concerns and community pressure for improvements, Caltrans has been slow to address the various issues along the road.

The City of Bakersfield and the County of Kern have been working with CalTrans to expedite some improvements, and they have had some success in installing new safety equipment on SR-184 in a timely manner. However, through the collaboration between the city, county, and Caltrans an understanding was met that relinquishment of SR-184 from Caltrans to the city and county would be in the best interest of all. For the process to move forward, AB 184 is needed to authorize the relinquishment of the roadway to the City of Bakersfield and Kern County respectively.

EXISTING LAW

Existing law statutorily identifies SR-184 as a state highway. Existing law additionally provides a two-step process for the state to delete a section of the state highway system that begins with the Legislature amending existing law to authorize the deletion, followed by the California Transportation Commission making findings that it is in the best

interest of the state to delete a specified portion of roadway from the system. This is known as the state highway relinquishment process.

THIS BILL

Assembly Bill 1764 would authorize the relinquishment of State Route 184 from CalTrans to the City of Bakersfield and Kern County respectively, allowing these local agencies to expedite the addition of safety features or other improvements along the road necessary to improve public safety.

SUPPORT

Kern County Council of Governments

OPPOSITION

No opposition.

FOR MORE INFORMATION

Emilio Perez, Legislative Aide
Office of Assemblymember Rudy Salas
P: (916) 319-2032
F: (916) 319-2132
Emilio.Perez@asm.ca.gov



CITY OF ARVIN

Agenda Report

Meeting Date: 04-17-2018

TO:	City Council
FROM:	Jeff Jones, Finance Director R. Jerry Breckinridge, Interim City Manager
SUBJECT:	A Resolution of the City Council of the City of Arvin Dispensing with Further Public Bidding for the Water Element and Authorizing the City Manager to Execute An Agreement with Collins & Schoettler for the Water Element Planning Project

Background:

The City of Arvin was awarded a planning grant by the Strategic Growth Council in the amount of \$ 49,000.

The City advertised on the city website, emailed 14 bid packages and advertised in the Bakersfield California twice with no responses within the requested deadlines. The City later received a bid by Collins & Schoettler for the Water Element with a base bid in the amount of \$ 40,000, plus up to an additional \$ 7,250 in compensation for related services as may be approved by the City Manager.

Under Chapter 3.08.095 (D) of the Arvin Municipal Code provides that “if no proposals are received in response to the RFP after solicitation as required by this section, then this may serve as a presumption that no competitive advantage may be served by further solicitation of bids as it would either be impossible or not in the public interest. Upon such a determination by the city manager, or the city council for contracts in excess of thirty thousand dollars (\$30,000), no further solicitation of bids is required...”

Recommendation:

Staff recommends the City Council adopt the Resolution.

Fiscal Impact:

Staff has determined that the contract award has no fiscal impact at this time.

Attachments:

A Resolution of the City Council of the City of Arvin Dispensing with Further Public Bidding for the Water Element and Authorizing the City Manager to Execute an Agreement with Collins & Schoettler for the Water Element Planning Project.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN
DISPENSING WITH FURTHER PUBLIC BIDDING FOR THE WATER
ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH COLLINS & SCHOETTLER FOR THE WATER
ELEMENT PLANNING PROJECT**

WHEREAS, the City Council of the City of Arvin has approved the acceptance of a Water Element Planning Grant from the Strategic Growth Counsel; and

WHEREAS, Chapter 3.08.095 of the Arvin Municipal Code contains rules and regulations regarding the procurement of professional services; and

WHEREAS, Chapter 3.08.095 generally requires that the procurement of professional services in excess of \$30,000 shall be subject to a formal public bidding process; and

WHEREAS, the project to prepare the water element for the City’s General Plan was placed on the City of Arvin’s website and advertised for formal bidding on and November 29th, 2017, and again on January 26, 2018 in the Bakersfield Californian for the Water Element Planning Contract;

WHEREAS, no bids were received for either of the two published RFP deadlines of January 12, 2018 and March 5, 2018; and

WHEREAS, the City of Arvin City Clerk received a late bid on March 18, 2018 by Collins and Schoettler and no other bids were received; and

WHEREAS, Chapter 3.08.095 (D) of the Arvin Municipal Code provides that “if no proposals are received in response to the RFP after solicitation as required by this section, then this may serve as a presumption that no competitive advantage may be served by further solicitation of bids as it would either be impossible or not in the public interest. Upon such a determination by the city manager, or the city council for contracts in excess of thirty thousand dollars (\$30,000), no further solicitation of bids is required by this section”; and

WHEREAS, although the bid received from Collins and Schoettler was not timely, it would have been a responsive and responsible bid had it been timely received by the City of Arvin; and

WHEREAS, no competitive advantage may be served by further solicitation of bids as it would not be in the public interest under these circumstances; and

WHEREAS, the City instead desires to enter into an agreement with Collins & Schoettler to prepare water element planning consistent with the terms of its late response to the RFP; and

WHEREAS, consistent with the California Environmental Quality Act (CEQA) mere research and preparation of water element planning is not a “project” under CEQA Guidelines section 15378, and no further CEQA action is required for the award of this contract.

/////

/////

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

1. The above recitals are true and correct; and
2. The City Council of Arvin finds that two public bids were done without any timely response. The City Council further finds that no competitive advantage may be served by further solicitation of bids as it would be impossible or not in the public interest and does hereby dispense with any future public bidding under Arvin Municipal Code Chapter 3.08.095.
3. The City Council hereby authorizes the City Manager to enter into an agreement with Collins & Schoettler in the amount of \$40,000, plus up to an additional \$ 7,250 in compensation for related services as may be approved by the City Manager, for the preparation of the water element of the General Plan, subject to approval as to legal form by the City Attorney. The scope of services of said agreement shall be materially consistent with that provided by Collins & Schoettler in the belated bid submitted to the City on March 18, 2018.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the Arvin City Council at a regular meeting thereof held on the 17th day of April 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.

AGREEMENT NO. _____

**CITY OF ARVIN
PROFESSIONAL SERVICES AGREEMENT FOR A WATER PLANNING
ELEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this _____ day of April 2018, by and between the CITY OF ARVIN, a California municipal corporation herein (“City”) and Collins & Schoettler Planning Consultants, Inc., a California corporation (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 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.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty-Thousand Dollars (\$40,000) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories:

labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to eighteen percent (18%) of the Contract Sum but not exceeding a total contract amount of Seven Thousand Two-Hundred Fifty Dollars (\$7,250) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. Greg Collins is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors and shall keep City informed of any changes.

4.2 Contract Officer. The City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The City Manager shall have the right to designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. Consultant 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. 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.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Indemnification. To the full extent provided by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or

entity arising out of or in connection with the negligent performance of the work or services of Consultant, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein (“indemnitors”), or arising from Consultant’s indemnitors’ negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information

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

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City,

except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other 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 and to the attention of the Contract Officer, at City of Arvin, 200 Campus Drive, California 93203 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if

any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 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.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by 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.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Corporate 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.

[Signatures on the following page.]

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

CITY:
CITY OF ARVIN, a municipal corporation

CONSULTANT:
COLLINS & SCHOETTLER PLANNING
CONSULTANTS, INC., a California
corporation

By: _____
R. Jerry Breckinridge, Interim City Manager

By: _____
Name: Greg Collins
Title:

By: _____
Name:
Title:

ATTEST:

Address: 1002 W. Main Street
Visalia, Ca. 93291

Cecilia Vela, City Clerk

APPROVED AS TO FORM:

Shannon L. Chaffin, City Attorney
Aleshire & Wynder

Two signatures are required if a corporation.

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF KERN

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

WITNESS my hand and official seal.

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OPTIONAL

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CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:	_____
(NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. The Consultant in collaboration with city staff will research and prepare the Water Resources Element for inclusion into the Arvin General Plan update, so that it encompasses best practices and policies towards enhancing water resources in the Arvin area.
- B. The Consultant will prepare a best practices Case Study as required by the Natural Resources Agency and the Strategic Growth counsel as it relates specifically to Arvin’s Updated Water Element for the General Plan update.
- C. Collaboration with the City of Arvin, the Arvin CSD, and local stakeholders for public outreach.

Note: Consultant will not be responsible for preparing any required resolutions, staff reports, or CEQA documents unless included as an Additional Service.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Water Resources Element Update for the General Plan to include:

- I. Table of Contents
- II. Executive Summary
- III. Introduction
- IV. Background
 - A. History
 - B. Current Issues and Challenges
 - 1. Subsidence
 - 2. Water Quality
 - 3. Declining Water Tables
 - 4. Water Quantity
 - C. Best Practices in the San Joaquin Valley
 - D. Current and Pending Legislation

VI. Public Involvement

VII. Collaboration with state agencies, Veolia, and Arvin CSD

VIII. Goals, Policies and Implementation

IX. Conclusions

B. During the preparation of this document, the Consultant will coordinate with local stake holders, state water agencies, Veolia and the Arvin CSD in the formulation of goals, policies and implementation strategies that will ensure the long-term viability of the ground water system that Arvin depends upon.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. Prepare Status Reports and update the City by no later than each of the milestones identified in Exhibit “D” schedule of performance. Consultant will also provide any Status Reports, or oral update(s), upon request by the City.

B. Prepare the Required Case Study Report that will serve as one of a series of case studies by the Natural Resources Agency and the Strategic Growth Council. This Case study may be promoted as a best practices policy example of policy or program implementation at the local level.

C. Assist the City with preparing Quarterly Progress Reports required by the grant funding source for the Project.

IV. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Greg Collins, Principal at Collins & Schoettler

B. Collins & Schoettler Staff

C. Collaboration with City of Arvin Staff, Arvin CSD, and Local Stakeholders for public outreach.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[Not Applicable.]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

SUB-BUDGET

A.	Milestone 1	<u>\$ 8,000</u>
B.	Milestone 2	<u>\$ 8,000</u>
C.	Milestone 3	<u>\$ 8,000</u>
D.	Milestone 4	<u>\$ 8,000</u>
E.	Milestone 5	<u>\$ 8,000</u>
F.	Extra Work (upon City request)	<u>up to \$ 7,250</u>

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

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

- V. The total compensation for the Services shall not exceed \$40,000, as provided in Section 2.1 of this Agreement.**
- VI. The compensation for additional services shall not exceed \$7,250, as provide for is Section 2.3 of the Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

Timeline and Milestones: All milestones and deliverables no later than June 1, 2019. Milestones shall be calculated from the effective date of this Agreement:

Milestone 1. Project organization > 2 months

Milestone 2. Public Outreach and Research > 3 months

Milestone 3. Analysis and Best Practices for Arvin > 2 months

Milestone 4 - Prepare Draft Water Resources Element > 2 months

Milestone 5- Final Plan > 2 months

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

A. Collins & Schoettler shall deliver a best practice case study for the Water Element for the General Plan update by no later than June 1, 2019.

B. Collins and Schoettler shall deliver the Final Water Element for a General Plan update no later than June 1, 2019.

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

City of Arvin - General Fund Expense Analysis
 Fiscal Year 2017-18 as of 03/31/18. % of year = 75

dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Salaries and Benefits	4,225	3,026	71.6%
Kern County Contracts	617	453	73.4%
General City Expenses	380	222	58.4%
*Professional Service Contracts	302	386	127.8%
Maintenance	359	169	47.1%
Legal	221	318	143.9%
Information Technology	115	88	76.5%
Utilities	183	151	82.5%
Interest	79	64	81.0%
Grant expenses (note a)	40	-	0.0%
One-time expenses	100	19	19.0%
Total General Fund Expenses	6,621	4,896	73.9%

(a) Budget reduced \$225k in grant expenses not expected in FY 17/18. Budget has also been amended to reduce grant revenue by this same amount

*Prof Serv Contracts: (\$386k year to date)

Finance:

Interim Finance Director	22
BHK - Bank reconciliations	24
Finance Director Recruit	15
Pun Group (Audit)	38

Finance total 99

Planning/Engineering:

JAS Pacific - Planning	187
QK - Engineering	26
DeWalt - Engineering	19

Planning/Engineering total 232

Police Department:

RIMS Annual Support	26
Investigation Services	10

Police total 36

Other 19

TOTAL CONTRACT SERVICES YTD 386

City of Arvin - General Fund Revenue Analysis
 Fiscal Year 2017-18 as of 03/31/18. % of year = 75
 Based on revised budget adopted 11/04/2017
 dollars in thousands (\$000)

Category	Budget	YTD	Budget %
Administrative Cost Recovery	236	177	75.0%
Franchise Fees	385	211	54.8%
Grants (b)	184	151	82.1%
Planning Department Fees	500	285	57.0%
Police Department Fees	170	48	28.2%
*Property Tax Fees	416	136	32.7%
Rental of Facilities	51	39	76.5%
**Sales Tax - general	731	412	56.4%
**Sales Tax - Measure L	1,267	1,127	89.0%
***Vehicle License Fees/taxes	1,603	1,023	63.8%
One-Time Revenue	100	100	100.0%
Net revenue received	5,643	3,709	65.7%
Recovery of PY Sewer expense (a)	1,000	1,000	100.0%
Total General Fund Revenue YTD	6,643	4,709	70.9%

* - 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

(b) \$225k in grant revenue not expected in FY 17/18. Budget has also
 been amended to reduce grant expenses by this same amount