



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

**TUESDAY NOVEMBER 12, 2019 5:30p.m.**

**CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Mayor Jose Gurrola

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

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**ROLL CALL**

|                     |               |
|---------------------|---------------|
| Jose Gurrola        | Mayor         |
| Jazmin Robles       | Mayor Pro Tem |
| Gabriela Martinez   | Councilmember |
| Olivia Trujillo     | Councilmember |
| Mark S. Franetovich | Councilmember |

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**STAFF**

|                      |                                     |
|----------------------|-------------------------------------|
| Richard Breckinridge | City Manager                        |
| Shannon Chaffin      | City Attorney – Aleshire & Wynder   |
| Jeff Jones           | Finance Director                    |
| Scot Kimble          | Chief of Police                     |
| Pawan Gill           | Director of Administrative Services |
| 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.

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### **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 Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ MPT Robles \_\_\_\_ Mayor Gurrola \_\_\_\_

## 2. CLOSED SESSION ITEM(S)

**A.** Conference with Legal Counsel – Existing Litigation (Pursuant to Government Code § 54956.9(d)(1))  
Citizens for a Better Arvin v. City of Arvin and City Council (Real Party In Interest: Petro Lud, Inc.)  
Kern County Superior Court Case No. BCV-18-102949-KCT

**B.** PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Government Code § 54957(b)(1))  
Position: City Manager

**C.** CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):  
City Negotiator: Jerry Breckinridge, City Manager and Pawan Gill, Director of Administrative Services  
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

## 3. 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.)

## 4. PRESENTATION(S)

**A.** Kern County Rural Alternative Transportation Plan  
Jeanette Flores, VMA Communications / Kern Council of Governments Outreach Team

## 5. CONSENT AGENDA ITEM(S)

**A.** Approval of Demand Register(s) of October 19, 2019 – November 07, 2019.

**B.** Approval of Payroll Register(s) of November 01, 2019.

**C.** Approval of the Minutes of the Regular Meeting(s) of October 22, 2019.

**D.** Approval of A Resolution of the City Council of the City of Arvin Dispensing with Public Bidding Requirements and Authorizing Agreement with Calstart for Professional Services.

- E. Approval of A Resolution of the City Council of the City of Regarding the Preparing of the 2020 Local Appointments List and Posting of the Same.
- F. Approval of A Resolution of the City Council of the City of Arvin Setting Forth the Meeting Dates and City Holidays for Calendar Year 2020.
- G. Approval of Professional Services Agreement with GVD Investigations for Cannabis Background Investigations and Related Services.
- H. Approval of A Resolution of the City Council of the City of Arvin Approving the Sale of Vehicles Declared as Surplus.
- I. Approve Appointment of Council Member Trujillo to Water Education for Latino Leaders (WELL) UnTapped Fellowship Program.
- J. Approval of A Resolution of the City Council of the City of Arvin Implementing Section 21173 of the California Government Code Regarding Jurisdiction to Determine Disability for Retirement Purposes of Local Safety Members.

Staff recommends approval of the Consent Agenda.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_ CM Trujillo \_\_\_ CM Franetovich \_\_\_ MPT Robles \_\_\_ Mayor Gurrola \_\_\_

**6. PUBLIC HEARING ITEM(S)**

- A. A Public Hearing to Consider Adoption of An Ordinance of the City Council of the City of Arvin to Amend Section 2.24.010 of Chapter 2.24 of Title 2 of the Arvin Municipal Code Regarding the Composition of Planning Commission Members. (City Manager)

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.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_ CM Trujillo \_\_\_ CM Franetovich \_\_\_ MPT Robles \_\_\_ Mayor Gurrola \_\_\_

- B. A Public Hearing to Consider and Approve Adoption of An Ordinance of the City Council of the City of Arvin, California, Adopting An Uncodified Ordinance Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 Of The Arvin Municipal Code, For Zone Change 2013-01 (Ariston) (Zoning Change Ordinance) (Senior 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.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Martinez \_\_\_\_ CM Trujillo \_\_\_\_ CM Franetovich \_\_\_\_ MPT Robles \_\_\_\_ Mayor Gurrola \_\_\_\_

**7. STAFF REPORTS**

A. Annual Report – Transit Operations FY 18-19 (Transit Manager)

B. Monthly Financial Report – September 2019 (Finance Director)

**8. COUNCIL MEMBER COMMENTS**

**9. 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 November 07, 2019.



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Cecilia Vela, City Clerk

# Kern County Rural Alternative Transportation Plan

OCTOBER 2019



## **PURPOSE:**

**Make recommendations for public transportation improvements in Kern County, focusing on rural areas outside of Bakersfield**

**Develop recommended strategies that meet residents' mobility needs by applying good examples from similar communities throughout the country**

# Project Status



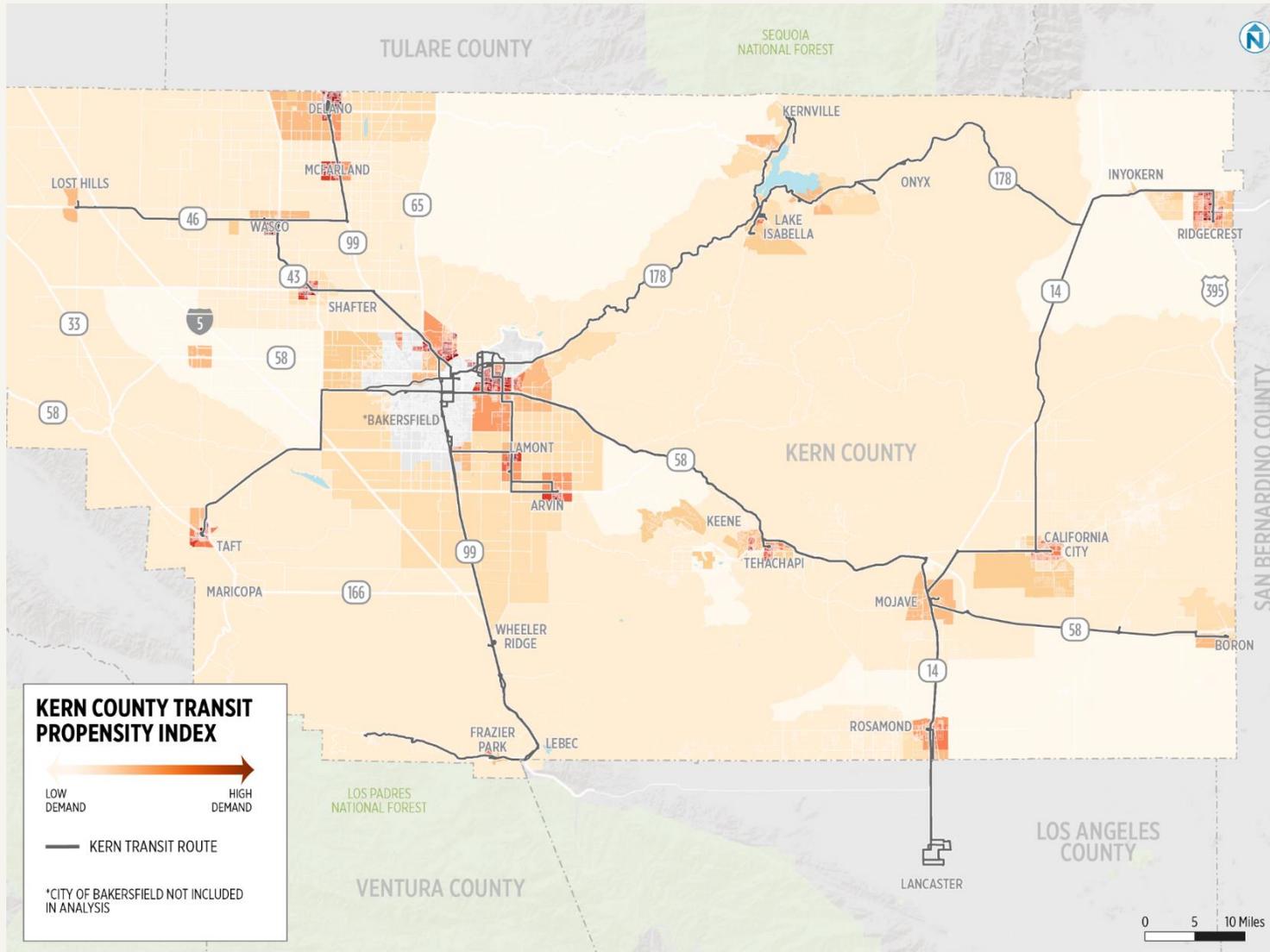
# PROJECT UPDATE

- Stakeholder Interviews—first round Completed
- Public Engagement—first round Completed
- Existing Conditions Report Completed
- Electric Vehicles Research Drafted
- Five Year Service Alternatives Initial Assembly
- Public Engagement—second round Planned Oct '19
- Stakeholder Interviews—second round Planned Oct '19

# Existing Transit Need

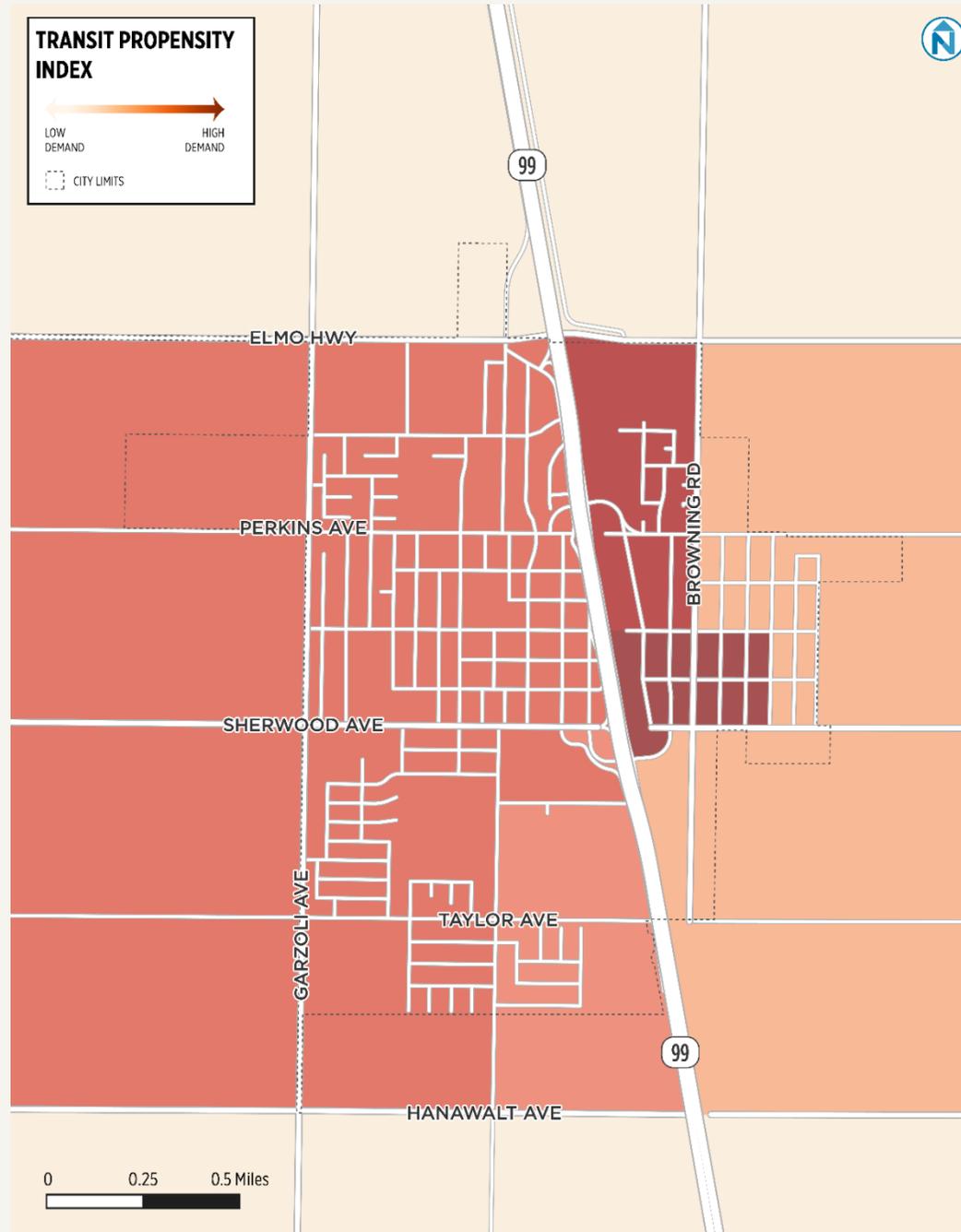


# Transit Propensity Map



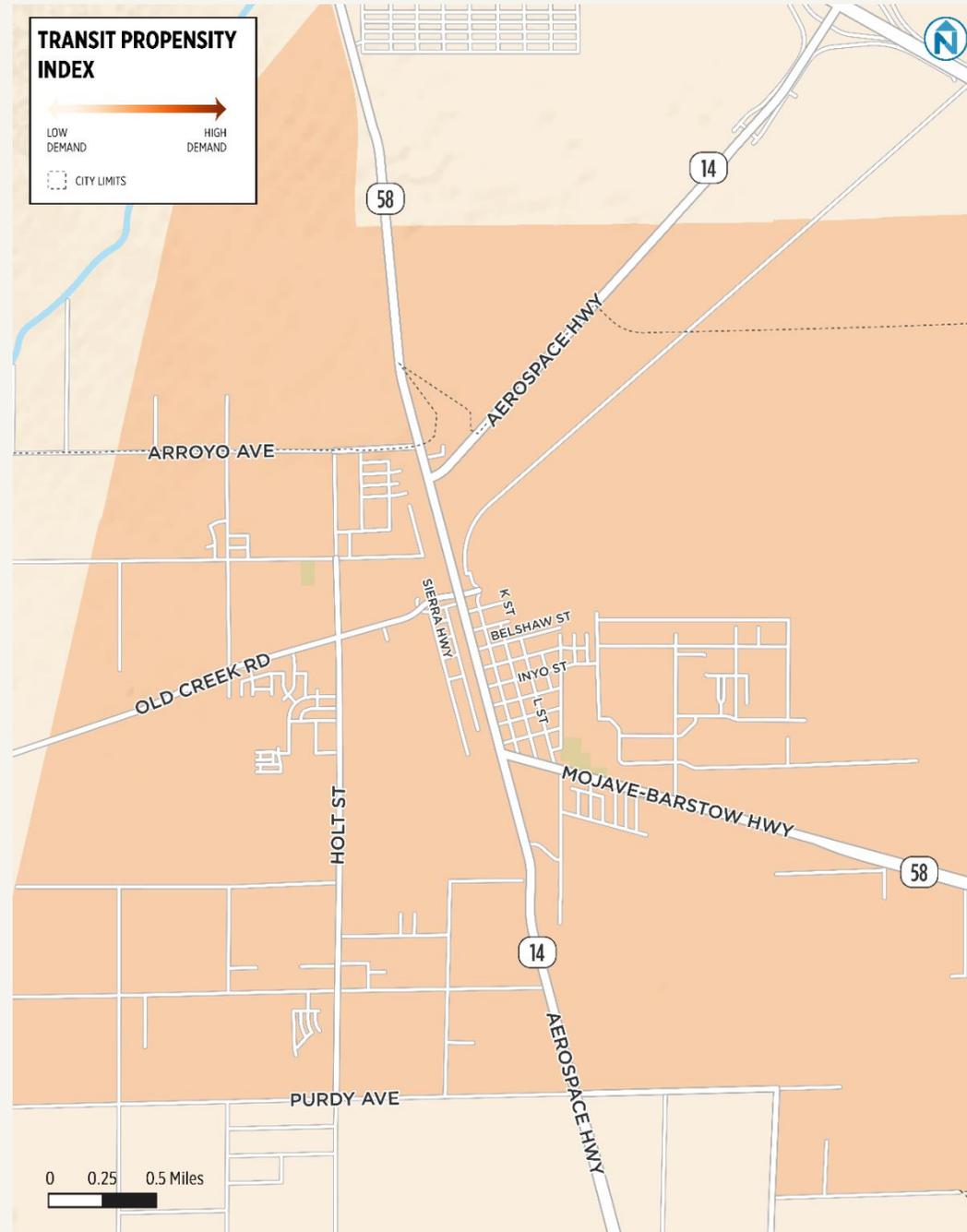
| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# McFarland, CA



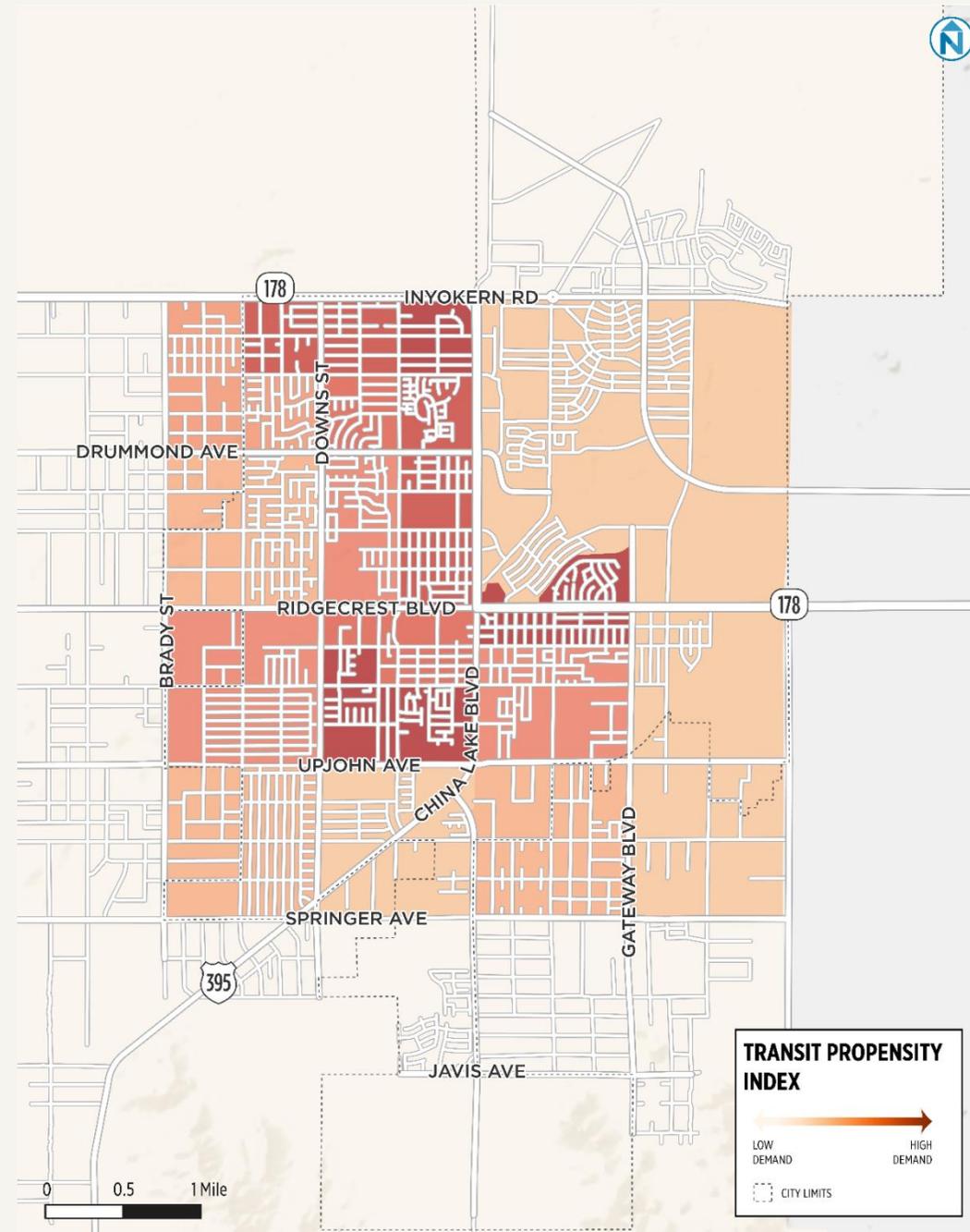
| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# Mojave, CA



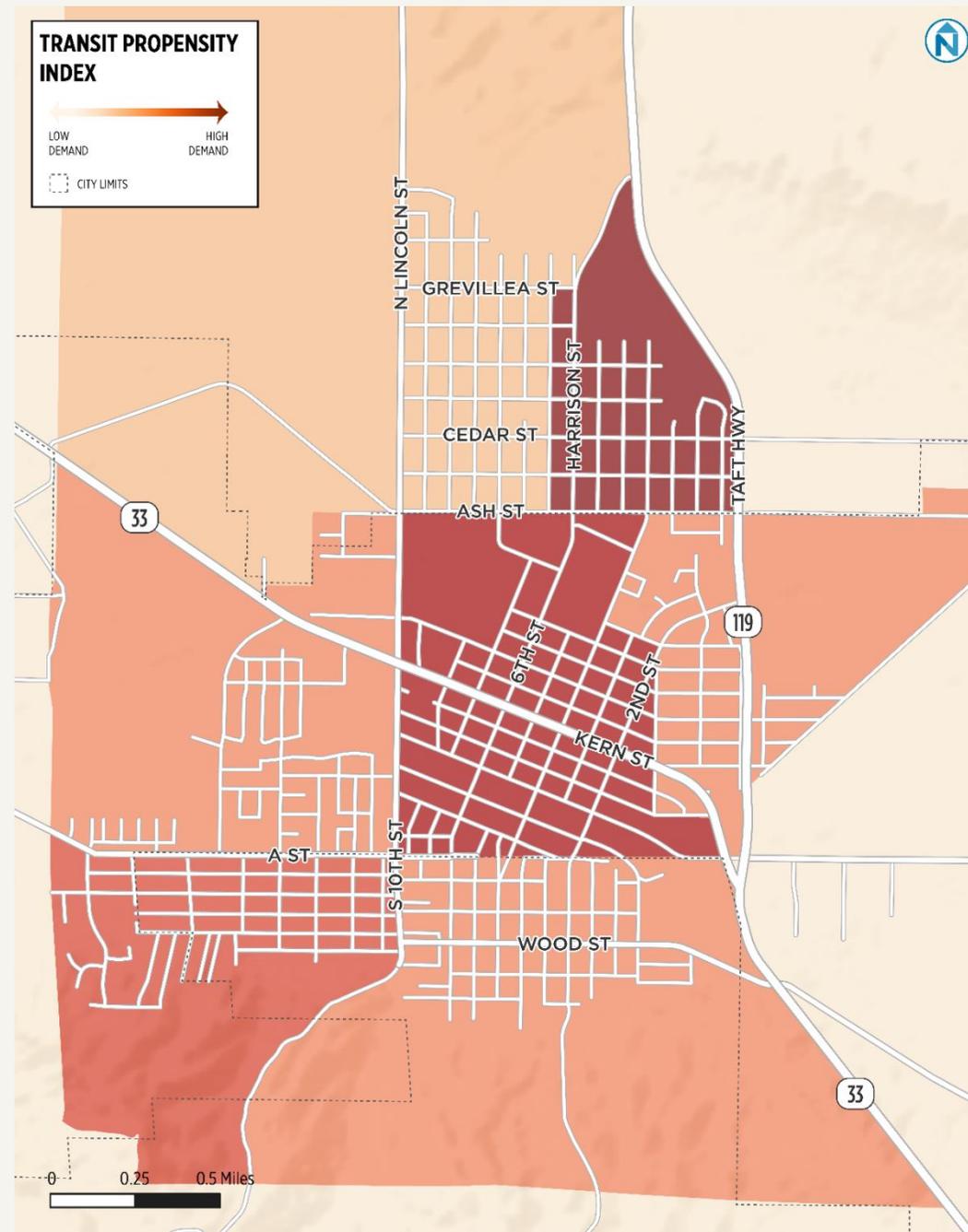
| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# Ridgecrest, CA



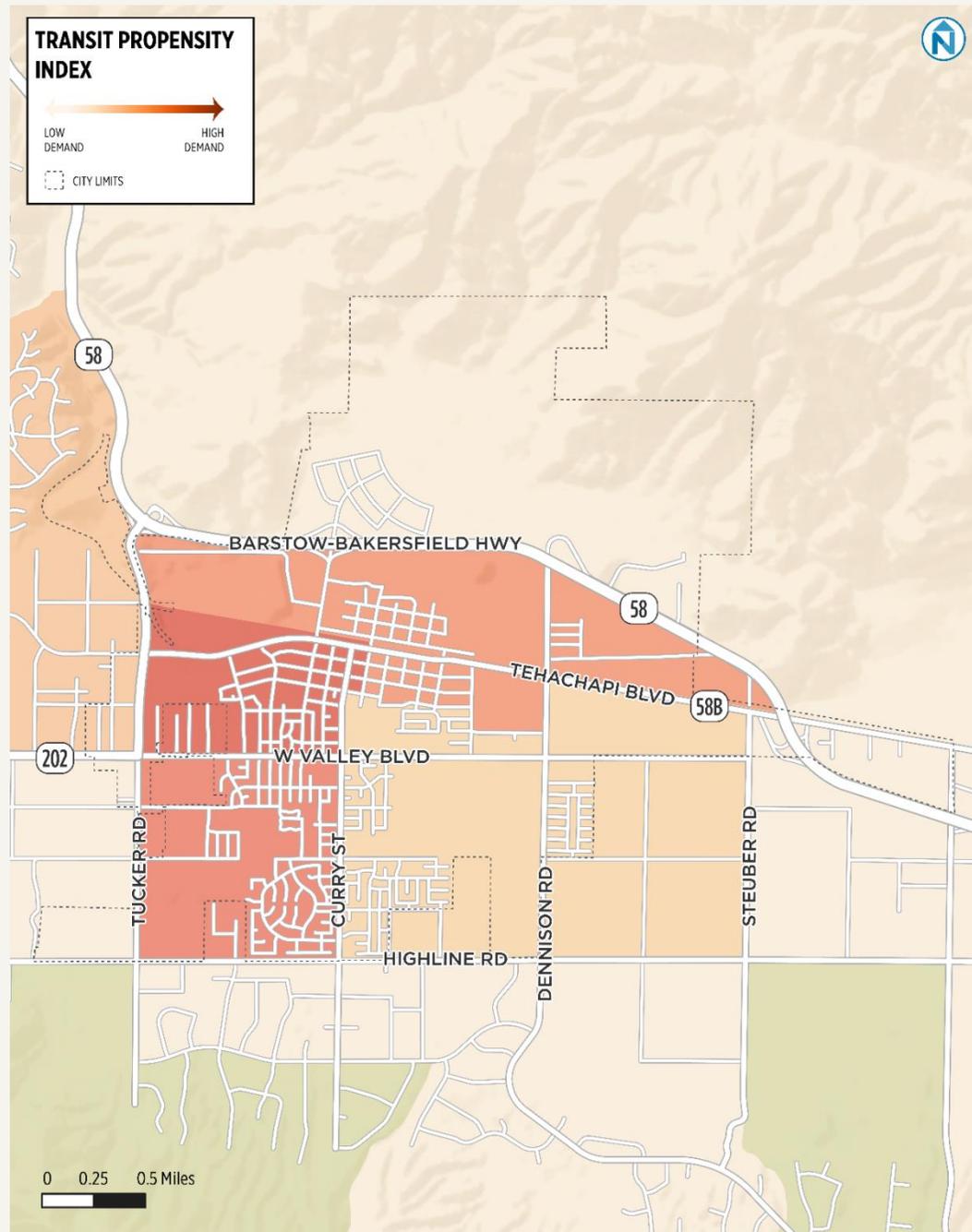
| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# Taft, CA



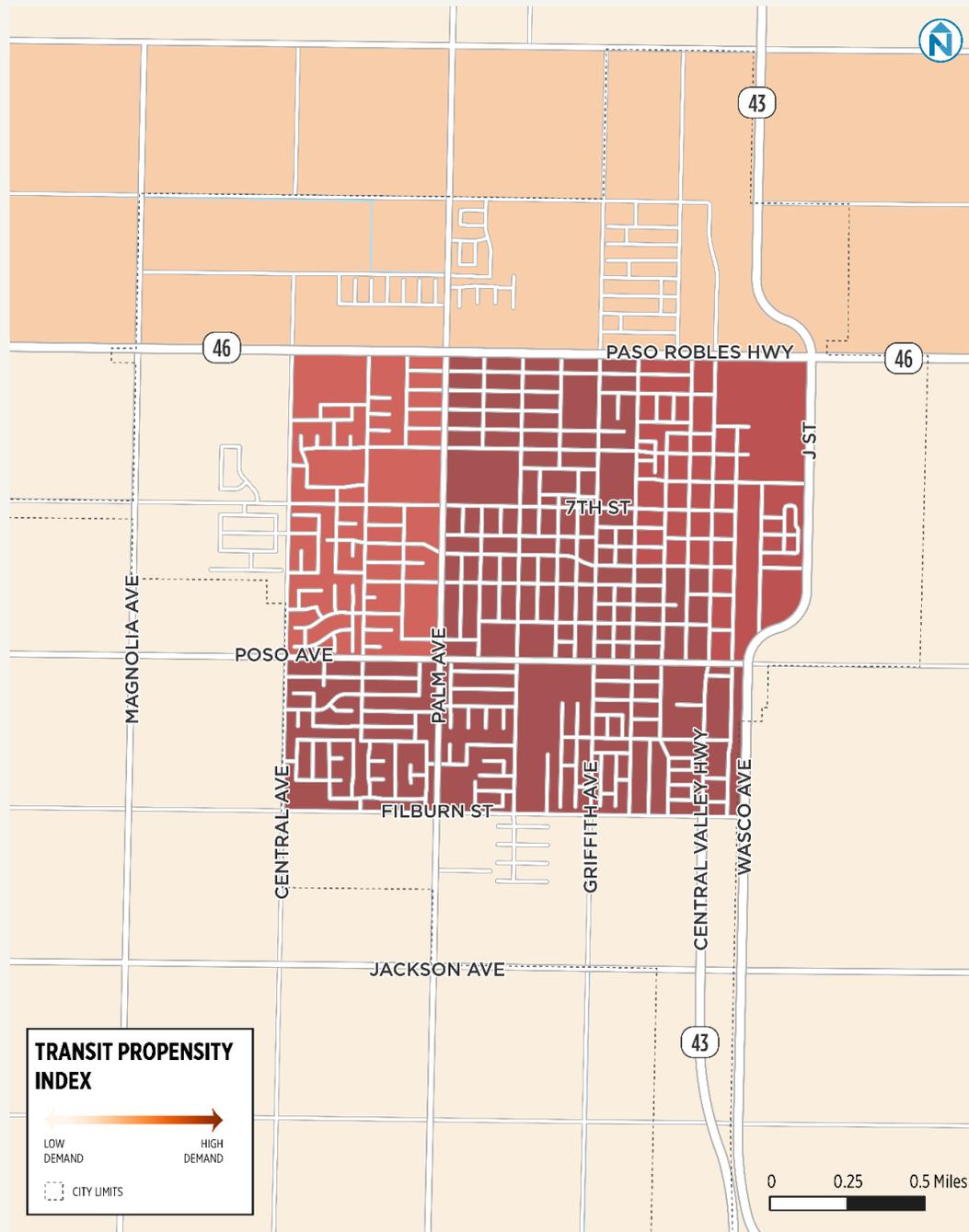
| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# Tehachapi, CA



| FACTORS                          | DETAILS                             |
|----------------------------------|-------------------------------------|
| <b>Low-income</b>                | <30,000 annual income, by household |
| <b>Zero Vehicle</b>              | By Household                        |
| <b>Seniors (65 and older)</b>    | By Individual                       |
| <b>Persons with Disabilities</b> | By Individual                       |
| <b>Non-Citizen/ Foreign Born</b> | By Individual                       |

# Wasco, CA



| FACTORS                   | DETAILS                             |
|---------------------------|-------------------------------------|
| Low-income                | <30,000 annual income, by household |
| Zero Vehicle              | By Household                        |
| Seniors (65 and older)    | By Individual                       |
| Persons with Disabilities | By Individual                       |
| Non-Citizen/ Foreign Born | By Individual                       |

# Outreach To Date



# OUTREACH TO DATE

- Surveys (in progress)
- Project fact sheets
- Attendance at Chamber of Commerce meetings
- Tabling
  - Libraries
  - community centers
  - Schools

**KERN COUNTY RURAL PUBLIC OUTREACH**

**Q1: Where do you typically go?**

- Work
- School
- Visit friends, family,
- Medical visits
- Recreation (e.g. park)
- Entertainment (e.g. t
- Dining
- Shopping and person
- Other. Specify: \_\_\_\_\_

**Q2: In a TYPICAL week, how do you get to work/school?**

- By personal automot
- By bus, van, or shuttl
- By bicycle
- By foot
- By taxi
- By rideshare services
- Other. Specify: \_\_\_\_\_

**Q3: What is your profession?**

- Full-time employme
- Part-time employme

## KERN FACTSHEET

**PROJECT PURPOSE**  
This project will make recommendations for improvements to public transportation services in rural communities in Kern County. In developing our recommended strategies to meet residents' mobility needs, we plan to apply good examples from other similar communities throughout the country.

**PROJECT IMPROVE**  
A project to improve public transportation cannot be successful without feedback from you, the public! During the winter of 2019, our team will be out learning about how you move around Kern County, listening to your perspective on how to best to improve transportation in your community. Please join us at one of the following outreach events.

| Community   | Date      | Time           | Event                                                    | Address                                                        |
|-------------|-----------|----------------|----------------------------------------------------------|----------------------------------------------------------------|
| Taft        | 1-25-2019 | 9 AM           | Chamber of Commerce Sit 'n' Sip                          | 400 Kern Street Taft, CA                                       |
|             | 1-23-2019 | 1 PM - 3 PM    | Taft Public Library                                      | 27 Cougar Court Taft, CA                                       |
| Mojave      | 1-24-2019 | 12 PM - 1 PM   | Commerce Meeting at Mariah County Inn & Suites           | 1385 CA-58 BLUS Mojave, CA                                     |
|             | 1-24-2019 | 3 PM           | Mojave Elementary                                        | 15800 O Street Mojave, CA                                      |
| McFarland   | 1-25-2019 | 10 AM - 12 PM  | Clinica Sierra Vista - McFarland Community Health Center | 217 W Kern Avenue McFarland, CA                                |
| Wasco       | 1-25-2019 | 1:30 PM - 3 PM | John L. Pruitt Elementary School                         | 3507 7th Street Wasco, CA                                      |
| Bakersfield | 1-25-2019 | 4 PM - 7 PM    | Mercado Latino                                           | 2105 Edison Hwy Bakersfield, CA                                |
| Ridgecrest  | 1-26-2019 | 9 AM - 12 PM   | Ridgecrest Farmers' Market                               | 911 S. China Lake Blvd Ridgecrest, CA                          |
| Tehachapi   | 1-26-2019 | 1:30 PM - 4 PM | Train Depot                                              | Tehachapi Depot Rail Museum 101 W Tehachapi Blvd Tehachapi, CA |

The final report will be available by December

**COUNTYWIDE TRENDS**

Demographic Trends

| Kern County Sub-Populations               | 2012   | 2017   | Percent Change |
|-------------------------------------------|--------|--------|----------------|
| Seniors (65+)                             | 76,300 | 89,200 | 17%            |
| People with disabilities                  | 96,700 | 94,600 | -2%            |
| Low-income households (Less than \$5,000) | 95,950 | 94,000 | -2%            |

• In the last ten years, the County's population increased from almost 800,000 residents in 2007 to about 900,000 residents in 2017.

• The majority of Kern County workers qualify as low-income

## Input sought on Kern public transportation

Antelope Valley Press 28 Jan 2019 By ALLISON GATLIN Valley Press Staff Writer

MENU  News Local Sports School Opinion/Columns Obituary We

### KernCOG brings good news to Mojave Chamber

Kane Wickham Feb 1, 2019 0

Attachment: KernCOG Outreach Presentation Project Update\_Kern Co Rural Alternative

# SAMPLE OF OBSERVATIONS

- Large distances
- Regional coordination
- New retail transit service
- Lack of service awareness
- Public transportation expectations
- Unreliable rural taxi service
- First-and-last mile very difficult
- Minimal bus stop amenities
- Limited bicycle and pedestrian facilities



# NEXT STEPS

## Continued Stakeholder Interviews

- Arvin
- Taft
- Tehachapi
- Wasco
- Shafter
- MacFarland
- California City\*
- Ridgecrest\*
- Kern Transit



# THANK YOU!



**Meredith Greene**

214.283.8705

[mgreene@nelsonnygaard.com](mailto:mgreene@nelsonnygaard.com)

**Edit List of Invoices - Summary**

Demand Register 10.23.19

**5.A.1**

Date: 10/23/2019

Time: 4:51 pm

Page: 1

City of Arvin

| Ref. No. | Vendor Name                  | Invoice No.  | Posting Date        | PO Number | Invoice Date | Invoice Description            | Invoice Amount |
|----------|------------------------------|--------------|---------------------|-----------|--------------|--------------------------------|----------------|
| 50117    | ACC BUSINESS                 | 192543496    | 09/27/2019          |           | 09/27/2019   | INTERNET ACCESS 08.11-09.10.19 | 958.64         |
|          |                              |              |                     |           |              | Vendor Total:                  | 958.64         |
| 50111    | AFLAC                        | 805010       | 10/12/2019          |           | 10/12/2019   | SUPPLEMENTAL INS OCTOBER 2019  | 305.82         |
|          |                              |              |                     |           |              | Vendor Total:                  | 305.82         |
| 50141    | ALESHIRE & WYNDER, LLP       |              | 09/30/2019          |           | 09/30/2019   | ALLOCATION 09.01.19 - 09.30.19 | 13,170.93      |
|          |                              |              | 09.01.19 - 09.30.19 |           |              | Vendor Total:                  | 13,170.93      |
| 50189    | ARVIN POLICE OFFICERS        |              | 10/18/2019          |           | 10/18/2019   | UNION DUES 10.4.19 & 10.18.19  | 560.00         |
|          |                              |              |                     |           |              | Vendor Total:                  | 560.00         |
| 50118    | AT&T                         | 13696204     | 10/01/2019          |           | 10/01/2019   | 9391060015 08.01.19-08.31.19   | 192.83         |
| 50119    | AT&T                         |              | 10/22/2019          |           | 10/22/2019   | 9391059040 09.01.19-09.30.19   | 271.20         |
|          |                              |              |                     |           |              | Vendor Total:                  | 464.03         |
| 50142    | BLACKBURN OIL COMPANY LLC    |              | 10/22/2019          |           | 10/22/2019   | FUEL USAGE REPORT SEPT2019     | 9,528.34       |
|          |                              |              |                     |           |              | Vendor Total:                  | 9,528.34       |
| 50193    | BLUE SHIELD OF CALIFORNIA    | 192870190981 | 10/14/2019          |           | 10/14/2019   | MEDICAL 11.01.19 - 11.30.19    | 16,242.12      |
|          |                              |              |                     |           |              | Vendor Total:                  | 16,242.12      |
| 50120    | CARTWRIGHT WHEEL & BRAKE SVC |              | 10/03/2019          |           | 10/03/2019   | UNIT 318 ALIGNMENT FRONT EN    | 365.94         |
|          |                              |              |                     |           |              | Vendor Total:                  | 365.94         |
| 50190    | CENTRAL CALIF. ASSOC. PUBLIC |              | 10/18/2019          |           | 10/18/2019   | UNION DUES 10.18.19            | 690.50         |
|          |                              |              |                     |           |              | Vendor Total:                  | 690.50         |
| 50121    | CENTRAL VALLEY OCCUP.        | 186451-00    | 10/22/2019          |           | 10/01/2019   | PRE-EMP EXAM PD - JIMENEZ 9.2  | 267.00         |
|          |                              |              |                     |           |              | Vendor Total:                  | 267.00         |
| 50194    | CHERYL RUIZ KIDDIE AMUSEMENT | 283          | 09/17/2019          |           | 09/17/2019   | CARNIVAL GAMES - COPS N CANI   | 520.00         |
|          |                              |              |                     |           |              | Vendor Total:                  | 520.00         |
| 50123    | CINTAS                       | 4031508609   | 10/02/2019          |           | 10/02/2019   | UNIFORM SERVICE 10.02.19       | 58.45          |
| 50124    | CINTAS                       | 4032046440   | 10/09/2019          |           | 10/09/2019   | MISC MATS & LINEN 10.09.19     | 77.28          |
| 50143    | CINTAS                       | 4032597307   | 10/16/2019          |           | 10/16/2019   | UNIFORM SVC 10.16.19           | 49.72          |
| 50144    | CINTAS                       | 4032046511   | 10/09/2019          |           | 10/09/2019   | UNIFORM SVC 10.09.19           | 58.45          |
|          |                              |              |                     |           |              | Vendor Total:                  | 243.90         |
| 50145    | CLARK PEST CONTROL           | 01-00963793  | 09/18/2019          |           | 09/18/2019   | JAIL CELLS & OFFICES 09.18.19  | 150.00         |
| 50146    | CLARK PEST CONTROL           | 01-01029035  | 09/18/2019          |           | 09/18/2019   | 141 PLUMTREE 09.18.19          | 75.00          |
| 50147    | CLARK PEST CONTROL           | 01-01070089  | 09/18/2019          |           | 09/18/2019   | 165 PLUMTREE DR 09.18.19       | 3.00           |

Attachment: Demand Register Oct. 19 - Nov. 07, 2019 (Demand Register(s) of October 19, 2019 - November 07, 2019.)

**Edit List of Invoices - Summary**

Demand Register 10.23.19

**5.A.1**

Date: 10/23/2019

Time: 4:51 pm

Page: 2

City of Arvin

| Ref. No. | Vendor Name                    | Invoice No.  | Posting Date | PO Number | Invoice Date | Invoice Description            | Invoice Amount |
|----------|--------------------------------|--------------|--------------|-----------|--------------|--------------------------------|----------------|
|          |                                |              |              |           |              | Vendor Total:                  | 228.00         |
| 50148    | CLEAN CUT LANDSCAPE MANAGEMENT | 2147         | 09/30/2019   |           | 09/30/2019   | MONTHLY IRR LLMD NO 2 SEP20'   | 645.00         |
| 50149    | CLEAN CUT LANDSCAPE MANAGEMENT | 2145         | 09/30/2019   |           | 09/30/2019   | MONTHLY IRR LLMD NO 1 SEP20'   | 2,680.00       |
|          |                                |              |              |           |              | Vendor Total:                  | 3,325.00       |
| 50126    | COMMUNICATION ENTERPRISES      | 1100529      | 10/01/2019   |           | 10/01/2019   | LTR 450 DISPATCH               | 135.00         |
| 50150    | COMMUNICATION ENTERPRISES      | 1100530      | 10/01/2019   |           | 10/01/2019   | LTR 450 DISPATCH 10.01.19      | 165.00         |
|          |                                |              |              |           |              | Vendor Total:                  | 300.00         |
| 50127    | COMPLETE HARDWARE STORE & MORE | 277680       | 10/03/2019   |           | 10/03/2019   | STENCIL TAPE- PD VEH PARKING   | 25.95          |
| 50128    | COMPLETE HARDWARE STORE & MORE | 274960       | 10/03/2019   |           | 10/03/2019   | REPAIR IRR. VALVE-KOVACEVICH   | 22.98          |
| 50129    | COMPLETE HARDWARE STORE & MORE | 277458       | 10/01/2019   |           | 10/01/2019   | FLAPPER TOILET PUBLIC WORKS    | 5.40           |
| 50130    | COMPLETE HARDWARE STORE & MORE | 277270       | 09/30/2019   |           | 09/30/2019   | REPAIR PIPE ST.SWEEPER STATI   | 7.97           |
| 50131    | COMPLETE HARDWARE STORE & MORE | 277676       | 10/03/2019   |           | 10/03/2019   | PAINT FOR ID PARKING SPACES    | 16.18          |
| 50132    | COMPLETE HARDWARE STORE & MORE | 278199       | 10/07/2019   |           | 10/07/2019   | CEMENT STOP SIGN CMNCHE&EI     | 10.80          |
| 50133    | COMPLETE HARDWARE STORE & MORE | 277444       | 10/01/2019   |           | 10/01/2019   | REPAIR TOILET PUBLIC WORKS Y   | 14.06          |
|          |                                |              |              |           |              | Vendor Total:                  | 103.34         |
| 50151    | CONCENTRA-OCCUPATIONAL HEALTH  | 65700511     | 10/03/2019   |           | 10/03/2019   | EE PHYSICAL SVC 10.03.19       | 103.00         |
|          |                                |              |              |           |              | Vendor Total:                  | 103.00         |
| 50134    | COPOWER                        | 865821       | 10/09/2019   |           | 10/09/2019   | CHIRO SVC NOV 2019             | 172.90         |
|          |                                |              |              |           |              | Vendor Total:                  | 172.90         |
| 50135    | CORELOGIC SOLUTIONS, LLC       | 81984967     | 09/30/2019   |           | 09/30/2019   | ONLINE DATA PARCEL MAP SEP2I   | 137.50         |
|          |                                |              |              |           |              | Vendor Total:                  | 137.50         |
| 50122    | CSJVRMA                        | RMA2020-0082 | 09/16/2019   |           | 09/16/2019   | 2019/2020 2ND QTR DEPOSITS     | 101,863.00     |
|          |                                |              |              |           |              | Vendor Total:                  | 101,863.00     |
| 50113    | DAVE BANG ASSOCIATES, INC.     | 47024        | 07/01/2019   |           | 06/21/2019   | Smothermon Pk-DbI Slide Canopy | 1,338.42       |
|          |                                |              |              |           |              | Vendor Total:                  | 1,338.42       |
| 50136    | DEWALT CORPORATION             | 1087488      | 10/01/2019   |           | 10/01/2019   | 18-304 ARVIN URBAN GREEN GR/   | 2,185.00       |
| 50137    | DEWALT CORPORATION             | 1087493      | 10/01/2019   |           | 10/01/2019   | 17-142 TO 1712 MUNI ENGR SURV  | 2,037.50       |
|          |                                |              |              |           |              | Vendor Total:                  | 4,222.50       |
| 50152    | DIAMOND TECHNOLOGIES, INC      | 25690136     | 10/07/2019   |           | 10/07/2019   | 026-1356669-000 PWR EDGE SER'  | 1,583.19       |
|          |                                |              |              |           |              | Vendor Total:                  | 1,583.19       |
| 50196    | FEDEX                          | 6-772-43031  | 10/18/2019   |           | 10/18/2019   | SVC 09.19.19 - 10.10.19        | 667.73         |

Attachment: Demand Register Oct. 19 - Nov. 07, 2019 (Demand Register(s) of October 19, 2019 - November 07, 2019.)

**Edit List of Invoices - Summary**

Demand Register 10.23.19

**5.A.1**

Date: 10/23/2019

Time: 4:51 pm

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City of Arvin

| Ref. No. | Vendor Name                    | Invoice No.             | Posting Date | PO Number | Invoice Date | Invoice Description            | Invoice Amount |
|----------|--------------------------------|-------------------------|--------------|-----------|--------------|--------------------------------|----------------|
|          |                                |                         |              |           |              | Vendor Total:                  | 667.73         |
| 50153    | GOLDEN EMPIRE FLEET SERVICE    |                         | 10/16/2019   |           | 10/16/2019   | UNIT 211 FRONT A/C REPAIRS     |                |
|          |                                | 57345                   |              |           |              |                                | 2,114.92       |
| 50154    | GOLDEN EMPIRE FLEET SERVICE    |                         | 10/16/2019   |           | 10/16/2019   | UNIT 211 REAR A/C REPAIRS      |                |
|          |                                | 57260                   |              |           |              |                                | 678.82         |
|          |                                |                         |              |           |              | Vendor Total:                  | 2,793.74       |
| 50138    | GOLDEN EMPIRE TOWING INC       |                         | 09/28/2019   |           | 09/28/2019   | PD UNIT 277 - LOCKOUT TOWING   |                |
|          |                                |                         |              |           |              |                                | 50.00          |
|          |                                |                         |              |           |              | Vendor Total:                  | 50.00          |
| 50139    | GRANICUS                       |                         | 09/28/2019   |           | 09/28/2019   | IQM2 - AGENDA & MINUTES        |                |
|          |                                | 117950                  |              |           |              |                                | 561.00         |
|          |                                |                         |              |           |              | Vendor Total:                  | 561.00         |
| 50155    | GRANITE CONSTRUCTION           |                         | 09/18/2019   |           | 09/18/2019   | SUPPLIES STREET REPAIR COLD    |                |
|          |                                | 1668900                 |              |           |              |                                | 603.39         |
| 50156    | GRANITE CONSTRUCTION           |                         | 09/20/2019   |           | 09/20/2019   | SUPPLIES STREET REPAIR COLD    |                |
|          |                                | 1670375                 |              |           |              |                                | 817.51         |
|          |                                |                         |              |           |              | Vendor Total:                  | 1,420.90       |
| 50125    | HIGH DESERT WIRELESS BROADBAND |                         | 09/03/2019   |           | 09/03/2019   | PD - DISPATCH & LT MONITOR     |                |
|          |                                | 40990                   |              |           |              |                                | 599.33         |
|          |                                |                         |              |           |              | Vendor Total:                  | 599.33         |
| 50115    | HILLS WINDOW TINTING           |                         | 09/27/2019   |           | 09/27/2019   | ARVIN TRANSIT 11 WINDOWS TIN   |                |
|          |                                | 348                     |              |           |              |                                | 562.90         |
|          |                                |                         |              |           |              | Vendor Total:                  | 562.90         |
| 50114    | J.J. KELLER & ASSOCIATES, INC  |                         | 10/09/2019   |           | 10/09/2019   | FMCSA COMPLIANCE MANUAL TF     |                |
|          |                                | 9104427611              |              |           |              |                                | 31.39          |
|          |                                |                         |              |           |              | Vendor Total:                  | 31.39          |
| 50140    | JIM BURKE FORD                 |                         | 09/25/2019   |           | 09/25/2019   | UNIT 280 - SERVICE MAINT 25SEF |                |
|          |                                | 184562                  |              |           |              |                                | 98.94          |
|          |                                |                         |              |           |              | Vendor Total:                  | 98.94          |
| 50157    | JTS TRUCKING REPAIR            |                         | 09/27/2019   |           | 09/27/2019   | 2.5 DEF FOR DIESEL ENGINES     |                |
|          |                                | 243707                  |              |           |              |                                | 114.38         |
| 50158    | JTS TRUCKING REPAIR            |                         | 10/17/2019   |           | 10/17/2019   | UNIT 209 AIR SYSTEM REPAIR     |                |
|          |                                | 244771                  |              |           |              |                                | 284.38         |
| 50159    | JTS TRUCKING REPAIR            |                         | 10/15/2019   |           | 10/15/2019   | UNIT 203 ENG/PWRPLNT SYS REI   |                |
|          |                                | 244509                  |              |           |              |                                | 428.12         |
| 50160    | JTS TRUCKING REPAIR            |                         | 09/27/2019   |           | 09/27/2019   | UNIT 207 LIGHTING SYS REPAIR   |                |
|          |                                | 243708                  |              |           |              |                                | 106.79         |
|          |                                |                         |              |           |              | Vendor Total:                  | 933.67         |
| 50161    | KAISER PERMANENTE              |                         | 10/22/2019   |           | 10/22/2019   | MEDICAL NOVEMBER 2019          |                |
|          |                                | BU 690201404 - NOV 2019 |              |           |              |                                | 25,335.95      |
|          |                                |                         |              |           |              | Vendor Total:                  | 25,335.95      |
| 50162    | LOCAL GOVERNMENT COMMISSION    |                         | 07/01/2019   |           | 10/04/2019   | PROJ 491 COMPLETE STREETS S    |                |
|          |                                | 103097                  |              |           |              |                                | 16,446.62      |
|          |                                |                         |              |           |              | Vendor Total:                  | 16,446.62      |
| 50163    | MONJARAS AND WISMEYER GROUP    |                         | 07/01/2019   |           | 04/12/2019   | 5835 ACCOMODATION MEETING (    |                |
|          |                                | 17872                   |              |           |              |                                | 645.00         |
|          |                                |                         |              |           |              | Vendor Total:                  | 645.00         |

Attachment: Demand Register Oct. 19 - Nov. 07, 2019 (Demand Register(s) of October 19, 2019 - November 07, 2019.)

**Edit List of Invoices - Summary**

Demand Register 10.23.19

**5.A.1**

Date: 10/23/2019

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City of Arvin

| Ref. No. | Vendor Name                          | Invoice No.      | Posting Date           | PO Number | Invoice Date | Invoice Description             | Invoice Amount   |
|----------|--------------------------------------|------------------|------------------------|-----------|--------------|---------------------------------|------------------|
| 50164    | MOUNTAINSIDE DISPOSAL                | 556109           | 10/10/2019             |           | 10/10/2019   | BIN RENT 4YD FL SVC SEPT 2019   | 66.94            |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>66.94</u>     |
| 50165    | MUNICIPAL CODE CORPORATION           | 333734           | 10/03/2019             |           | 10/03/2019   | ONLINE CODE HOSTING             | 500.00           |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>500.00</u>    |
| 50166    | NEOGOVS                              | INV-11506        | 10/01/2019             |           | 10/01/2019   | SUBSCRIPTION FEE                | 3,158.98         |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>3,158.98</u>  |
| 50167    | O'REILLY AUTOMOTIVE, INC             | 4451-440976      | 10/07/2019             |           | 10/07/2019   | UNIT 315 WIPER BLADES           | 35.31            |
| 50168    | O'REILLY AUTOMOTIVE, INC             | 4451-439935      | 10/01/2019             |           | 10/01/2019   | BATTERY ACID, PRIMER BULB       | 27.59            |
| 50169    | O'REILLY AUTOMOTIVE, INC             | 4451-440968      | 10/07/2019             |           | 10/07/2019   | UNIVERSAL LIGHT ADAPTER         | 31.38            |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>94.28</u>     |
| 50170    | PACIFIC TIRE ARVIN                   | 24343            | 10/15/2019             |           | 10/15/2019   | MAINTENANCE FLEET # 209         | 38.00            |
| 50171    | PACIFIC TIRE ARVIN                   | 24280            | 10/03/2019             |           | 10/03/2019   | MAINTENANCE FLEET # 100         | 310.00           |
| 50172    | PACIFIC TIRE ARVIN                   | 24254            | 10/01/2019             |           | 10/01/2019   | MAINTENANCE FLEET # 207         | 226.85           |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>574.85</u>    |
| 50175    | PG & E                               | A#4776920476-0   | 10/10/2019             |           | 10/10/2019   | A#4776920476-0                  | 575.62           |
| 50176    | PG & E                               | 8831924329-6     | 10/10/2019             |           | 10/10/2019   | A#8831924329-6                  | 34.67            |
| 50192    | PG & E                               |                  | 10/23/2019             |           | 10/23/2019   | ELECTRIC SVC 9.13.19-10.14.19   | 12,862.76        |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>13,473.05</u> |
| 50195    | PUBLIC WORKS COUNTY OF KERN<br>ARVIN |                  | 10/08/2019<br>10.08.19 |           | 10/08/2019   | MUNI SVC SEP 2019               | 104.97           |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>104.97</u>    |
| 50177    | ROUTEMATCH SOFTWARE, INC             | 41282            | 10/01/2019             |           | 10/01/2019   | ANNUAL TECH SUPPORT             | 6,675.56         |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>6,675.56</u>  |
| 50178    | SPARKLE TEXTILE RENTAL SERVICE       | A#12606          | 09/30/2019<br>09.30.19 |           | 09/30/2019   | UNIFORM SERVICE SEP2019         | 1,227.36         |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>1,227.36</u>  |
| 50179    | SPECTRUM BUSINESS                    | 64070101100219   | 10/02/2019             |           | 10/02/2019   | SVC 10.1.19-10.31.19 200 CAMPUS | 285.03           |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>285.03</u>    |
| 50180    | STAPLES BUSINESS ADVANTAGE           | O#7300867491-0-1 | 10/01/2019             |           | 10/01/2019   | OFFICE SUPPLIES TRANSIT         | 106.45           |
| 50181    | STAPLES BUSINESS ADVANTAGE           | O#7300920497-0-2 | 10/04/2019             |           | 10/04/2019   | OFFICE SUPPLIES COMM DEVEL      | 138.66           |
| 50182    | STAPLES BUSINESS ADVANTAGE           | O#7301161742-0-1 | 10/10/2019             |           | 10/10/2019   | OFFICE SUPPLIES COMM DEVEL      | 173.19           |
| 50183    | STAPLES BUSINESS ADVANTAGE           | O#7300920497-0-1 | 10/01/2019             |           | 10/01/2019   | OFFICE SUPPLIES COMM DEVEL      | 51.95            |
|          |                                      |                  |                        |           |              | Vendor Total:                   | <u>470.25</u>    |

Attachment: Demand Register Oct. 19 - Nov. 07, 2019 (Demand Register(s) of October 19, 2019 - November 07, 2019.)

**Edit List of Invoices - Summary**

Demand Register 10.23.19

**5.A.1**

Date: 10/23/2019

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| Ref. No.           | Vendor Name                   | Invoice No.         | Posting Date | PO Number | Invoice Date | Invoice Description          | Invoice Amount             |            |
|--------------------|-------------------------------|---------------------|--------------|-----------|--------------|------------------------------|----------------------------|------------|
| 50184              | TEL-TEC SECURITY SYSTEMS      | 677162              | 10/01/2019   |           | 10/01/2019   | ADOBE CMLPX - COMM MONITOF   | 55.00                      |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 55.00                      |            |
| 50185              | TYACK TIRES INC.              | 195095              | 10/02/2019   |           | 10/02/2019   | UNIT 318 - NEW TIRES 4EA     | 625.03                     |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 625.03                     |            |
| 50186              | VALBRIDGE                     | CA08-19-441         | 08/22/2019   |           | 08/22/2019   | REAL ESTATE APPRAISAL SVC    | 5,500.00                   |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 5,500.00                   |            |
| 50116              | VALLEY AG ENTERPRISE, INC     | 1527                | 10/18/2019   |           | 10/18/2019   | ABATE WEEDS & DISC LOT 1 LOT | 3,100.00                   |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 3,100.00                   |            |
| 50191              | VANTAGE POINT TRANSFER AGENTS | 457K 10.18.19       | 10/18/2019   |           | 10/18/2019   | 457K 10.18.19                | 1,406.65                   |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 1,406.65                   |            |
| 50187              | VEOLIA WATER NA - MAINT-NOTE  | 90213525            | 10/10/2019   |           | 10/10/2019   | O&M WASTEWATER TREATMENT     | 139,349.07                 |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 139,349.07                 |            |
| 50188              | WESTERN ALLIANCE BANK-LN PMT  | A#04500161025-61026 | 10/01/2019   |           | 10/01/2019   | LOAN 04500161025-61026       | 170,784.07                 |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 170,784.07                 |            |
| 50112              | ZEE MEDICAL SERVICE           | 34-217346           | 10/17/2019   |           | 10/17/2019   | FRIST AID SUPPLIES TRANSIT   | 141.75                     |            |
|                    |                               |                     |              |           |              | Vendor Total:                | 141.75                     |            |
|                    |                               |                     |              |           |              |                              | Grand Total:               | 554,434.08 |
|                    |                               |                     |              |           |              |                              | Less Credit Memos:         | 0.00       |
|                    |                               |                     |              |           |              |                              | Net Total:                 | 554,434.08 |
|                    |                               |                     |              |           |              |                              | Less Hand Check Total:     | 0.00       |
|                    |                               |                     |              |           |              |                              | Outstanding Invoice Total: | 554,434.08 |
| Total Invoices: 84 |                               |                     |              |           |              |                              |                            |            |

Attachment: Demand Register Oct. 19 - Nov. 07, 2019 (Demand Register(s) of October 19, 2019 - November 07, 2019.)

# EARNINGS REPORT

5.B.1

Emp. Code Desc.: CITY OF ARVIN  
 From 11/01/2019 to 11/01/20  
 City of Arvin

PAYROLL 11-01-19

Date: 11/7/2019  
 Time: 14:27:38

| Employee Name | Employee ID | 15X   | 1X    | 1XFTO  | 25X   | 2X    | 3X    | ADJ   | ADLCO | Oth |
|---------------|-------------|-------|-------|--------|-------|-------|-------|-------|-------|-----|
|               |             | ADMLV | ADPAY | ALLOW  | BERV  | BNFT1 | COMP  | CTO   | CTYWK | Tot |
|               |             | DEGRE | DIFFL | FH     | FTO   | HLPER | HOL   | HP1X  | INSUR |     |
|               |             | JURY  | LONG  | MILIT  | MISC  | PBD   | PBD3  | PBDCO | PDADL |     |
|               |             | PERE  | PERS  | PHALW  | POST  | PTO   | REG   | RETOT | RETRO |     |
|               |             | SCKCO | SEVR  | SHOEAE | SICK  | SRO   | SSWEP | STDBY | STLMT |     |
|               |             | TRAIN | TUPGR | UACL   | UAPEP | UNADV | URCL  | URPEP | VAC   |     |
|               |             | VACCO | VACTO | WRKCO  |       |       |       |       |       |     |

|              |                    |        |          |          |          |          |           |          |          |           |
|--------------|--------------------|--------|----------|----------|----------|----------|-----------|----------|----------|-----------|
| Grand Total: | Employee Count: 56 | 0.00   | 9,600.80 | 0.00     | 0.00     | 130.20   | 0.00      | 0.00     | 0.00     | 0.00      |
|              |                    | 0.00   | 0.00     | 200.00   | 0.00     | 790.34   | 0.00      | 2,610.97 | 928.00   | 130,396.8 |
|              |                    | 374.93 | 185.85   | 2,419.92 | 113.08   | 0.00     | 0.00      | 0.00     | 1,744.16 |           |
|              |                    | 0.00   | 2,382.35 | 0.00     | 0.00     | 2,252.18 | 353.44    | 0.00     | 0.00     |           |
|              |                    | 0.00   | 0.00     | 300.00   | 710.89   | 0.00     | 97,490.68 | 0.00     | 0.00     |           |
|              |                    | 0.00   | 0.00     | 0.00     | 2,420.93 | 0.00     | 191.52    | 0.00     | 0.00     |           |
|              |                    | 0.00   | 124.50   | 0.00     | 0.00     | 90.78    | 0.00      | 0.00     | 2,848.67 |           |
|              |                    | 0.00   | 0.00     | 2,132.64 |          |          |           |          |          |           |

# COST REPORT

Emp. Code Desc.: CITY OF ARVIN  
 From 11/01/2019 to 11/01/20  
 City of Arvin

PAYROLL 11-01-19

Date: 11/7/2019  
 Time: 14:27:57

| Employee Name | Employee ID | PER3E | FUTA  | MC    | MC1   | PER1E | PER2D | PER2E | PER2M | Oth |
|---------------|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-----|
|               |             | PER3E | PER5E | PER6E | PER9E | PERCP | PERS  | PERS1 | PERS2 | Tot |
|               |             | PERS3 | PERS4 | PERS5 | PERS6 | PERS8 | PERS9 | SS    | SS1   |     |
|               |             | SUTA  |       |       |       |       |       |       |       |     |

|              |                    |          |        |          |          |          |          |          |          |          |
|--------------|--------------------|----------|--------|----------|----------|----------|----------|----------|----------|----------|
| Grand Total: | Employee Count: 56 | 0.00     | 0.00   | 1,653.56 | 303.35   | 0.00     | 1,386.63 | 0.00     | 989.80   | 0.00     |
|              |                    | 1,178.59 | 119.59 | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     | 2,551.03 | 23,696.1 |
|              |                    | 2,338.06 | 0.00   | 0.00     | 2,244.11 | 2,444.66 | 0.00     | 6,953.87 | 1,532.85 |          |
|              |                    | 0.00     |        |          |          |          |          |          |          |          |

Attachment: Payroll Register Nov. 01, 2019 (Payroll Register(s) of November 01, 2019.)

**REGULAR MEETING MINUTES**

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

**OCTOBER 22, 2019**

**CALL TO ORDER @ 5:57PM**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**ROLL CALL: CM Trujillo absent; All others present.**

**1. Approval of Agenda as To Form.**

**Motion to approve the Agenda with the following changes:**

- **Closed Session Items 2A – 2C to be considered after Council Member Comments Agenda Item 8.**
- **Public Hearing Item 6A to be considered after Public Comments Agenda Item 3.**

Motion Mayor Gurrola      Second MPT Robles      Vote 4-0

**2. CLOSED SESSION ITEM(S)**

- A. CONFERENCE WITH LEGAL COUNSEL:** Anticipated Litigation Initiation of litigation pursuant to Government Code § 54956.9(d)(4))  
Two Potential Cases
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Pursuant to Government Code § 54957(b)(1)  
Position: City Manager
- C. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code, § 54957.6):  
City Negotiator: Jerry Breckinridge, City Manager and Pawan Gill, Director of Administrative Services  
Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

**CLOSED SESSION REPORT BY CITY ATTORNEY:**

**No reportable action.**

Attachment: Minutes of the Regular Meeting of Oct. 22, 2019 (Minutes of the Regular Meeting(s) of October 22, 2019.)

**3. 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.)

**4. PRESENTATION(S)**

- A. Swearing In of New Police Officer, Edwin Richard Jimenez  
Cecilia Vela, City Clerk

**5. CONSENT AGENDA ITEM(S)**

- A. Approval of Demand Register(s) of September 21, 2019 – October 18, 2019.

- B. Approval of Payroll Register(s) of October 04, 2019 and October 18, 2019.

- C. Approval of the Minutes of the Regular Meeting(s) of October 08, 2019.

- D. Approval of A Resolution of the City Council of the City of Arvin Memorializing and Authorizing Short-Term Loan(s) from the Sanitation Enterprise Fund and/or the Sewer Connection Fee Fund to the City's General Fund In An Amount Not to Exceed \$3,000,000 (Three Million Dollars).

**Resolution No. 2019-82**

- E. Approval of A Resolution of the City Council of the City of Arvin for the Approval and Recordation of Final Map for Tract 6677 Phase 1 and Approval of Subdivision Improvement Agreement.

**Resolution No. 2019-83****Agreement No. 2019-23**

Staff recommends approval of the Consent Agenda.

**Motion to approve Consent Agenda Items 5A – 5E.**

Motion MPT Robles      Second CM Franetovich      Vote 4-0

**6. PUBLIC HEARING ITEM(S)**

- A. A Public Hearing to Consider Introduction of An Ordinance of the City Council of the City of Arvin to Amend Section 2.24.010 of Chapter 2.24 of Title 2 of the Arvin Municipal Code Regarding the Composition of Planning Commission Members. (City Manager)

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 of the Ordinance and approve the introduction of the Ordinance.**

Motion Mayor Gurrola      Second CM Franetovich      Vote 4-0

- B.** A Public Hearing to Consider and Approve A Resolution of the City Council of the City of Arvin Adopting A Mitigated Negative Declaration And A Mitigation Monitoring And Reporting Program For General Plan Amendment 2013-01 And Zone Change 2013-01 – Ariston Project (CEQA Resolution); and

Approving A Resolution Of The City Council Of The City Of Arvin Approving General Plan Amendment 2013-01-Ariston Project Changing The Land Use Designation On 62+/- Acres From Light Industrial And Heavy Industrial To 32.89 Acres To Light Industrial, 8.01 Acres To General Commercial, 13.46 Acres To Medium Density Residential, And 7.01 Acres To High Density Residential; And Associated Mitigated Negative Declaration (General Plan Amendment Resolution); and

Approving Introduction of An Ordinance of the City Council of the City of Arvin, California, Adopting An Uncodified Ordinance Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 Of The Arvin Municipal Code, For Zone Change 2013-01 (Ariston) (Zoning Change Ordinance) (Senior Planner)

Staff recommends that the City Council open the public hearing, allow for public testimony, close the hearing and consider the following:

1. Approve the CEQA Resolution,
2. Approve the General Plan Amendment Resolution; and
3. Introduce the Zoning Change 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.**

**Public Testimony:** Applicant's Project Engineer, Matt VoVilla from Pinnacle Engineering spoke in favor of the project indicating that although Grimmway Farms initially opposed the project, they have discussed and resolved all items of concern and Grimmway no longer opposes this project.

**Hearing closed.**

**Motion to:**

1. Approve the CEQA Resolution;

**Resolution No. 2019-84**

2. Approve the General Plan Amendment Resolution; and

**Resolution No. 2019-85**

**3. Waive first reading of the Ordinance and approve the introduction of the Ordinance.**

Motion Mayor Gurrola      Second CM Franetovich      Vote 4-0

**7. STAFF REPORTS**

**8. COUNCIL MEMBER COMMENTS**

**9. ADJOURNED @ 8:30PM**

Respectfully submitted,

---

Cecilia Vela, City Clerk

**DRAFT**



## CITY OF ARVIN Staff Report

Meeting Date: November 12, 2019

**TO:** City Council

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

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DISPENSING WITH PUBLIC BIDDING REQUIREMENTS AND AUTHORIZING AGREEMENT WITH CALSTART FOR PROFESSIONAL SERVICES

### **BACKGROUND:**

The City of Arvin was awarded a grant for Electric Buses, Equipment and Charging Stations by the Federal Transit Administration (FTA).

The City submitted the FTA grant application listing detailed qualifications of its named partnerships and provided the scope of the project wherein Calstart was designated as an approved project consultant with sufficient expertise in this type of project as contemplated by the grant documents in compliance with the above-referenced Federal Register for FTA compliance. The proposed agreement is not a “procurement” under Arvin Municipal Code Section 3.08.095 and therefore not subject to said bidding requirements. Additionally, this partnership also cannot be re-assigned without written consent from the FTA, which would likely result in significant delays and is not in the public interest.

### **FINANCIAL IMPACT:**

Staff has determined that the grant award is reimbursable and has incrementally budgeted the Low No award into the FY2019-2020 budget.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DISPENSING WITH PUBLIC BIDDING REQUIREMENTS AND AUTHORIZING AGREEMENT WITH CALSTART FOR PROFESSIONAL SERVICES**

**WHEREAS**, on or about June 5, 2018, the City Council of the City of Arvin approved the City's application for a grant, Resolution 2018-39, for the 2018 Federal Transit Administration (FTA) 5339 Program: a competitive funding opportunity for a Low or No Emissions grant for the purchase and operation of electric buses and charging stations ("the Grant"); and

**WHEREAS**, the Grant was subsequently awarded by the FTA; and

**WHEREAS**, implementation of the Grant requires public outreach, project monitoring, data collection and other services; and

**WHEREAS**, when the City of Arvin submitted its grant application, Calstart was identified as the professional service provider for required partnership for public outreach and project management; and

**WHEREAS**, Chapter 3.08 of the Arvin Municipal Code provides rules and regulations regarding the procurement of professional services; and

**WHEREAS**, while Section 3.08.095 of the Arvin Municipal Code generally requires that the procurement of professional services in excess of \$30,000 is subject to a formal public bidding process, it is not applicable under the circumstances because the Federal Register Volume 80, No. 80 published April 25, 2018 (pages 18120-18126) for the FTA Fiscal Year 2018 Competitive Funding Opportunity; Low or No Emissions Grant Program ("Federal Register") states that "an eligible recipient may submit an application in partnership with other entities that intend to participate in the implementation of the project, including but not limited to specific vehicle manufacturers, equipment vendors, or *project consultants*"; and

**WHEREAS**, as Calstart has been designated as an approved project consultant with sufficient expertise in this type of project as contemplated by the grant documents in compliance with the above-referenced Federal Register for FTA compliance, the proposed agreement is not a "procurement" under Arvin Municipal Code Section 3.08.095 and therefore not subject to said bidding requirements; and

**WHEREAS**, the City now desires to enter into an agreement with Calstart, as an FTA-approved consultant, to provide services under the material terms of the attached Professional Services Agreement in order to fulfill the City's partnership for community outreach and other program requirements set forth in the Low-No Emissions program grant.

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

1. The above recitals are true and correct and incorporated herein by reference, and
2. The City Council hereby authorizes the City Manager to enter into an agreement with Calstart in the amount not to exceed \$75,000 for professional services in compensation for project management and public outreach and professional services, consistent with the material terms of the draft agreement attached hereto as Exhibit A, subject to approval as to legal form by the City Attorney.
3. This Resolution shall be effective immediately.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of November, 2019 by the following vote:

**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 FOR PUBLIC WORKS SERVICES  
BETWEEN THE CITY OF ARVIN AND  
CALSTART, INC.**

THIS AGREEMENT FOR TRANSPORTATION CONSULTANT SERVICES (herein “Agreement”) is made and entered into this \_\_\_<sup>st</sup> day of \_\_\_\_\_, 2019 (“Effective Date”) by and between the City of Arvin, a California municipal corporation (“City”) and CALSTART, INC., California Non-Profit, Public Benefit Corporation (hereinafter referred to as “CalStart” or “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City requires project management for its Battery Electric Transit Bus deployment project, which is funded by the Federal Transit Administration (“FTA”) under the Low and No Emission Bus Program FY 18 Fund.

B. Contractor has been selected by the City to perform those Project Management services.

C. Pursuant to the City of Arvin Municipal Code, City has authority to enter into and execute this Agreement.

D. This Agreement incorporates by reference the following documents: 1) Federal Transit Administration Letter, Approval of Authority to Incur Costs Prior to Grant Approval (available upon request), 2) Federal Transit Administration/DOT 2017 Master Agreement.

E. This Agreement sets forth the duties and responsibilities for project management services to be performed by Contractor, as more particularly described in Exhibit “A” under the terms and conditions set forth herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**1. WORK OF CONTRACTOR**

**1.1 Scope of Work.**

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City for entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent,

and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

**1.2 Compliance with Law.**

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

**1.3 Compliance with California Labor Law.**

(a) Workers’ Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor’s Authorized Initials \_\_\_\_\_

(b) Contractor’s Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor’s compliance with the terms and conditions of this Agreement.

**1.4 Familiarity with Work.**

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the requirements of performance of the services under this Agreement.

**1.5 Further Responsibilities of Parties.**

The parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement, and to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

(a) Materials and Equipment: the cost of materials, supplies and equipment shall be borne by Contractor.

(b) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Agreement are followed.

**1.6 Special Requirements. N/A**

**2. COMPENSATION AND METHOD OF PAYMENT.**

**2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seventy Five Thousand Dollars and no cents (\$75,000) (the “Contract Sum”), unless additional compensation is approved in writing and submitted to the City Council.

Any modification to this Agreement must be mutually agreed upon and in writing before it is effective. Any action taken by Contractor that is not within scope of the Agreement or Services without authorized modification to this Agreement is deemed not authorized and City may disallow such costs from being claimed as reimbursable hereunder.

**2.2 Method of Compensation.**

Contractor shall invoice City for actual fees incurred. Every effort shall be made to ensure payment to Contractor within forty-five (45) days after receipt of an invoice.

**2.3 Expenses.**

Contractor is responsible for all costs of reproduction costs, telephone expenses, and travel expenses, unless approved by the Contract Officer in advance. The Contract Sum includes the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.4 Invoices.**

Each month Contractor 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, Contractor 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, travel, materials, equipment, supplies. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as further provided herein, City shall make its best efforts to cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit “C”), within forty five (45) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor 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 Contractor, not later than ten (10) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons for the rejection. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the Federal; Transit Authority or similar agency, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall be charged to City.

### **2.5 No Waiver of Defects.**

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

## **3. PERFORMANCE SCHEDULE**

### **3.1 Term of Agreement.**

This Agreement is effective when signed by both parties. Unless terminated earlier, the period of performance is from the execution date through the dates listed on Schedule of Performance in Exhibit “D,” or July 1, 2021 or when all funds are expired, whichever comes first.

### **3.2 Schedule of Performance.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written approval of same, 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.

### **3.3 Notices and Contract Representatives.**

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed

to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30 pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

Notices, questions or concerns regarding this Agreement shall be addressed to the following contacts:

City of Arvin  
Contracts Officer \_\_\_\_\_(name)  
200 Campus Drive  
Arvin, CA 93203

CALSTART, Inc.  
Piero Stillitano, Chief Financial Officer  
48 South Chester Avenue  
Pasadena, CA 91106

**3.4 No Advantage, Representations & Certifications.**

The Contractor shall take no advantage of any apparent error or omission in the Statement of Work or other directions. In the event the Contractor discovers an error or omission in the plans or specifications, it shall immediately notify City. City reserves the right to modify the Agreement to correct the error.

**3.5 Representations and Certifications.**

- a) Contractor has, and will have, full authority to execute this Agreement; and to provide the Services that it agrees to provide under this Agreement according to the terms set forth herein;
- b) Contractor is a corporation duly organized and in good standing under the laws of its jurisdiction of organization. The execution of this Agreement is not in contravention or conflict with any term or provision of its Articles of Incorporation or bylaws;
- c) This Agreement is legally valid, binding and enforceable against both parties;
- d) Contractor personnel will comply with all applicable laws, rules and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, requisite licenses, registrations, approvals and exemptions required to perform obligations under this Agreement;
- e) Contractor will ensure that all its personnel will comply with its obligations under this Agreement in a timely fashion, consistent with best practices in the industry;

f) Contractor certifies that there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder;

g) Contractor will ensure that Contractor personnel have appropriate experience, qualifications and expertise to perform the Services; and

h) Contractor will ensure that the equipment, materials and products provided will not infringe on any patent, license or other intellectual property.

#### **4. INDEMNIFICATION AND HOLD HARMLESS**

**4.1** Contractor shall indemnify City, its officers and employees for losses, damages and expenses incurred by or awarded against City as a direct result of and to the extent of any breach of the certifications, representations or willful misconduct on the part of the Contractor or its employees in the execution and performance of this Agreement. In addition, and without prejudice, to all other rights under this Agreement, City may suspend this Agreement for any period of three weeks and/or terminate this Agreement with a thirty (30) day advanced written notice if the Contractor has breached the certifications, representations and provisions in this Agreement and has not cured the breach.

**4.2** Contractor agrees to defend, indemnify and hold harmless City from third party claims, losses, suits, demands and liens and costs, brought against City, its officers or employees, for bodily injury, damage to property and/or death to persons resulting directly from and to the extent of the Contractor's negligence in its performance of services or provisions of materials, equipment or products under this Agreement. Contractor shall defend or settle, at its own expense, any action or suit against City for which and to the extent it is responsible hereunder (provided Contractor does not enter into any settlement that requires City to admit liability, obligates City to do any action or prevents City from doing any action or that otherwise obligates City to pay any funds, without City's prior written consent, which may be withheld or conditioned in City's sole discretion).

As a condition to any indemnity hereunder, City shall notify Contractor promptly of any claim for which it is responsible hereunder, provided City's failure to so timely notify shall not relieve Contractor of its indemnity obligations unless such delay materially prejudices Contractor's ability to defend the matter.

**4.3** City shall indemnify Contractor, its directors, members, officers, agents and employees against (i) City's willful misconduct and/or grossly negligent acts or omissions; (ii) breach of the covenants set forth in this Agreement; (iii) failure to comply with all applicable laws; (iv) for all losses, damages, expenses and liabilities resulting from injury or death of any person or injury to any property arising out of or in connection with City's negligence; (v) any deliverables which City approves before their publication, distribution, broadcast or use; (vi) any information, direction, specifications or materials provided by City's to Contractor, including without limitation any claim that such information, direction, specifications or materials violates any intellectual property rights of any third party; (viii) any risks or restrictions

which Contractor has brought to City’s attention in writing where City elects to proceed; and (ix) any claims, representations or statements incorporated in any Deliverables about City, their respective competitors, or their respective products or services. City shall defend any action, claim or suit asserting a claim covered by this indemnity.

**4.4 Limitation of Liability.**

Except as otherwise written as an express obligation or warranty under this Agreement, Contractor and City hereby disclaim and mutually release the other party from any and all liability for all consequential, incidental, or special damages arising from any claim resulting from this Agreement.

With regard to the Services to be performed by the Contractor pursuant to the terms of this Agreement, the Contractor shall not be liable to City, or to anyone who may claim any right due to any relationship with City, for any acts or omissions in the performance of Services on the part of the Contractor except (i) in the event of a breach by Contractor of its obligations under this Agreement or (ii) when said acts or omissions of the Contractor are due to the gross negligence or fraud of the Contractor .

NOTWITHSTANDING ANYTHING PROVIDED HEREIN TO THE CONTRARY, (I) NEITHER PARTY WILL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, AND (II) CONSULTANT SHALL NOT HAVE LIABILITY FOR ANY PURPOSE HEREUNDER WHATSOEVER IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES ACTUALLY RECEIVED AND RETAINED BY CONSULTANT UNDER THE STATEMENT OF WORK RELATED TO THE CLAIM OR MATTER.

**4.5 Waivers.**

A waiver of any condition or provision of this Agreement between the parties hereto does not invalidate that condition or provision and any modification resulting therefrom shall be mutually agreed upon prior to any modification to the Agreement .

**4.6 Insurance.**

For the duration of this Agreement, Contractor shall maintain at its own expense, and provide proof of said insurance to City, the following types of insurance:

(a) Occurrence type commercial general liability insurance meeting the requirements of ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Agreement, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$1,000,000. The policy shall be endorsed to include the following additional insured language: "The City shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations."

(b) Professional liability insurance with minimum limits of \$1,000,000 and the following coverages: (1) insured's interest in joint ventures; (2) punitive damages coverage (where not prohibited by law); (3) limited contractual liability; (4) retroactive date prior to date; and (5) extended reporting period of thirty-six (36) months. Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until three (3) years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Contractor will notify City. If City agrees that such coverage is not reasonably available in the commercial market, Contractor may elect not to provide such coverage.

(c) Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$1,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "City shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor."

(d) Workers' compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Contractor, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Agreement or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$500,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against City.

On insurance policies where City is named as an additional insured, City shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Contractor's assessment of the exposure for this contract; for its own protection and the protection of City. Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Contractor warrants that this Agreement has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Contractor the insurance coverage and endorsements required herein.

Contractor shall furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

## 5. ACCOUNTING RECORDS AND AUDIT RIGHTS

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

## 6. FORCE MAJEURE

Contractor shall not be excused from their obligations under the Agreement except in the case of Force Majeure events (as detailed below) and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. Contractor shall not be liable for delays in delivery or performance due to acts of God, a Force Majeure event of other subcontractors or vendors, acts of City, acts of civil or military authority/unrest, Government priority, strike or other labor disturbance, weather events, epidemic, war, riot or other Force Majeure events. Contractor will notify City promptly of any material delay excused by this article and will specify the revised schedule of deliverables as soon as practicable.

In the event of any such delay, there will be no termination of the Agreement and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. If the delay excused by this article extends for more than sixty (60) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either party (except where delay is attributable to the City, in which event only Contractor), upon a thirty (30) calendar day written notice, may terminate the unexecuted portion of the Services and such termination would be considered a termination for convenience.

### 6.1 Program Fraud, and False or Fraudulent Statements or Related Acts.

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate .

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with this project that is financed in whole or in part with

federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **6.2 Dispute Resolution.**

(a) **Claims For Damages:** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of another party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

(b) **Remedies:** Unless this Agreement provides otherwise, all claims, counter claims, disputes and other matters in question between City and Contractor arising out of or relating to this Agreement or its breach will be decided by a court of competent jurisdiction within Kern County California, except that any claim for injunctive relief or temporary injunctive relief may be brought in any court of competent jurisdiction.

(c) **Rights and Remedies:** Except as otherwise specifically limited, the duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City, or its representatives, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

(d) This Agreement shall be governed, interpreted and enforced by and under the laws of the State of California, without making reference to its conflicts of laws provisions .

## **7. MISCELLANEOUS**

### **7.1 Severability.**

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that portion shall be severed and a new enforceable provision shall be negotiated by the parties and substituted in lieu of the severed provision to accomplish the intent of the severed provision as nearly as practicable. The remaining provisions of the Agreement shall remain in full force and effect.

### **7.2 Termination – Mutual Consent, Breach, and Convenience.**

(a) This Agreement may be terminated for convenience with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.

(b) In the event that the Contractor fails to perform the Services under the terms and conditions of this Agreement after thirty (30) calendar days of receiving a written cure notice from City to do so, then and in such event, City may forthwith terminate this Agreement. Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract, such amount to be offset by damages incurred by City as the result of such default.

(c) City may terminate the Agreement for convenience by giving the Contractor a thirty (30) calendar day prior written notice. Notice of termination shall be by certified mail. Upon receipt of the notice of termination, the Contractor shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to City all work performed. City will pay the Contractor for all costs incurred for performing the Services, including reasonable costs to terminate subcontracts and related obligations directly supporting the Services.

(d) The termination of this Agreement shall not release any Party from any liability which at the time of termination has already accrued to any other Party or which thereafter may accrue in respect of any act or omission prior to such termination, nor shall any such termination affect in any way affect the survival of any right, duty or obligation of any Party which is expressly stated elsewhere in this Agreement to survive termination of this Agreement.

### **7.3 No Federal Government Obligation to Third Parties.**

(a) City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to City, the Contractor, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **8. COORDINATION OF WORK**

### **8.1 Representatives and Personnel of Contractor.**

The following principals of Contractor (“Principals”) are hereby designated as the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

|        |         |
|--------|---------|
| _____  | _____   |
| (Name) | (Title) |
| _____  | _____   |
| (Name) | (Title) |
| _____  | _____   |
| (Name) | (Title) |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

**8.2 Status of Contractor.**

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

**8.3 Contract Officer.**

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

**8.4 Independent Contractor.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

**8.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

**9. INSURANCE, INDEMNIFICATION AND BONDS**

**9.1 Insurance Coverages.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional five (5)-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B.”

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

## **9.2 General Insurance Requirements.**

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of

Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

“CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE).”

Contractor’s Authorized Initials \_\_\_\_\_

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor’s activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor’s indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Sections 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

### 9.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (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, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the

design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

#### **9.4 Notification of Third-Party Claims.**

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

#### **9.5 Sufficiency of Insurer or Surety.**

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

#### **9.6 Substitution of Securities.**

N/A

### **10. DEBARRED BIDDERS (Over \$25,000)**

The Contractor, including any of its officers or holders of a controlling interest, and its subcontractors are obligated to inform City whether or not they are or have been debarred, suspended, ineligible or voluntarily excluded from participation in federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6106 note and U.S. DOT regulations 49 CFR Part 29. Should Contractor or a subcontractor be included on such a list or determined ineligible during the performance of this Project, the Contractor shall so inform City. The Contractor is required to include this provision in any lower tiered subcontract where the contract amount is over \$25,000.

### **11. FLY AMERICA**

Pursuant to the provisions set out in the International Air Transportation Fair Competitive Practices Act of 1974, as amended 49 U.S.C. § 40118 and in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 CFR Part 52, and U.S. GAO Guidelines for implementation of the "Fly America Act"; the costs of international air transportation of any persons involved in, or property acquired for, the Agreement are not reimbursable unless the transportation is provided by a United States flag air carrier, to the extent that such a carrier is available.

## 12. BUY AMERICA ACT (OVER \$100,000)

Contractor shall comply with the Buy America requirement set forth in 49 U.S.C. § 5323) and FTA regulations at 49 CFR Part 661 unless a waiver is granted for this Project.

## 13. NONDISCRIMINATION

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### 14. LOBBYING (OVER \$100,000)

If this Contract is, or might be, for an amount more than \$100,000, Contractor certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)).

#### 15. ADA COMPLIANCE

The Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans

with Disabilities Act,” 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; (10) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

## 16. RIGHTS IN DATA

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant UTA intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party: (i) any subject data developed under the Contract, whether or not a copyright has been obtained; and (ii) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **17. FEDERAL CHANGES**

Contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Contract may be modified from time to time. Contractor acknowledges that the most recent of such Federal requirements will govern the Contract at any particular time, unless the Federal Government determines otherwise. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the Contract is executed and may apply to the Contract. Contractor shall at all times comply with all applicable Federal laws, regulations, policies, and related administrative practices, as they may be amended from time to time. Contractor's failure to so comply will constitute a material breach of this Contract.

## **18. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **18.1 Records.**

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to

such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

## **18.2 Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## **18.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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.

## **18.4 Confidentiality and Release of Information.**

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such

information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, 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 Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **19. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **19.1 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, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Fresno, State of California.

### **19.2 Disputes.**

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion,

elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **19.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

### **19.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **19.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **19.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any

contrary provision herein, Contractor shall file a claim pursuant to California Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

### **19.7 Liquidated Damages.**

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

### **19.8 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. 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.

### **19.9 Termination for Default of Contractor.**

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

### **19.10 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in

such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **20. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **20.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **20.2 Conflict of Interest.**

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **20.3 Covenant Against Discrimination.**

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

## 20.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## 21. MISCELLANEOUS PROVISIONS

### 21.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Arvin, 200 Campus Drive, Arvin, California 93203 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

### 21.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 21.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

### 21.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to

or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

**21.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**21.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

**21.7 Authority to Act on Behalf of Entity.**

The person(s) executing this Agreement on behalf of any entity that is a Party hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**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

\_\_\_\_\_  
Jose Gurrola, Mayor

**ATTEST:**

\_\_\_\_\_  
Cecilia Vela , City Clerk

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Shannon Chaffin, City Attorney

**CONTRACTOR:**

\_\_\_\_\_

\*By: \_\_\_\_\_  
Name:  
Title:

\*By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*CONTRACTOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

Attachment: CalStart Prof. Svc. Agmt. Electric Car (1) (Reso Dispensing with Public Bidding and Authorizing Calstart Professional Services

### 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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2019 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

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

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "A"****SCOPE OF WORK**

- I.** Contractor shall perform all of the work and comply with all of the specifications and requirements in the "Project Description:
- A.** Project Management
1. Community outreach
    - a. Hold community meetings to educate local residents on the project
    - b. Develop press releases and flyers upon request in cooperation with Arvin Transit
    - c. Advertise the project broadly
    - d. Conduct roll-out events
  2. Bus Validation and Roadmap for Expansion
    - a. Collect data and provide comparative analysis of performance and cost savings and TCO
    - b. Microgrid and energy storage analytics
      - (i) Include analysis of grid upgrade requirements and costs for upgrades
- II.** Project Management assignments will be assigned by Arvin Transit Supervisor, Hesham Elshazly. The narrative report will contain information, including but not limited to, electricity and passenger usage data, emerging technologies, available training and bus maintenance training resources, education opportunities, public outreach summary and impact report, potential In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports starting sixty (60) days after the Effective Date if the work has not already been completed:
- A.** The Contractor shall submit a narrative report as a part of its monthly progress review and update, in a form agreed upon by the Contractor and the City. The narrative report shall include information, including but not limited to, electricity and passenger usage data, emerging technologies, available training and bus maintenance training resources, education opportunities, public outreach summary and impact report, potential problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- B.** Contractor shall update the schedule on a monthly basis, showing progress on each activity or task. After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review; and one (4) bond copies incorporating the updated schedule information.

- III.** All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

**EXHIBIT "B"**  
**NOT USED/NONE**

**EXHIBIT “C”****SCHEDULE OF COMPENSATION**

- I. The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4 and in accordance with the Schedule of Performance set forth in Exhibit “D” below.

**EXHIBIT “D”****SCHEDULE OF PERFORMANCE**

- I.** Contractor shall perform all work timely in accordance with the following schedule:
- A. PROJECT DURATION: 600 Calendar Days
  - B. Work may be performed at any time to include community meetings.
  - C. Contractor shall deliver the following tangible work products to the City by the following dates.
    - 1. January 1, 2020: Provide proposed schedule of work to transit supervisor.
    - 2. July 1, 2020: Status report of charging stations completion and bus commissioning
    - 3. December 31, 2020: Provide Transit Supervisor with project status report.
    - 4. July 1, 2021: Final Project Report .
- II.** Reports shall include:
- 1. Electrification and Ridership Usage Reports and Status Updates
  - 2. Public Outreach Flyers in Spanish and English
  - 3. Advertisements, articles, press releases and publications.
  - 4. DRAFTS MUST BE PROVIDED TO CITY FOR PRIOR APPROVAL BEFORE PUBLICATION
- III.** No extensions will be allowed in accordance with this Agreement.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN REGARDING THE PREPARING OF THE 2020 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME**

**WHEREAS**, pursuant to the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List, which lists of all regular and ongoing boards, commissions, and committees which are appointed by the City Council; and

**WHEREAS**, the Local Appointments List is required to be made available to members of the public; and

**WHEREAS**, the City Council of the City of Arvin desires to adopt the 2020 Local Appointments List.

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

1. The City Council has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2020 Local Appointments List, which is attached as Exhibit "A." The City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the Arvin Branch of the Kern County Library.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of November, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

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

**EXHIBIT "A"**  
**2020 LOCAL APPOINTMENTS LIST**

**CITY OF ARVIN BOARDS, COMMISSIONS & COMMITTEES 2018**

|                                                    | <b>Member</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Appointment</b>                           | <b>Expiration Date</b> | <b>Seat Filled By A:</b>                         | <b>Meeting Schedule</b>       | <b>Meeting Location</b>                               | <b>Pay, Stipend, or Other</b>                        |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------|--------------------------------------------------|-------------------------------|-------------------------------------------------------|------------------------------------------------------|
| <b>ARVIN PLANNING COMMISSION</b>                   | Gerardo Tinoco                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | July 21, 2015<br>(Re-appointed Jan 22, 2019) | Dec 2022               | Each councilmember appoints a resident of Arvin. | Every 3rd Tuesday @ 6pm       | City of Arvin Council Chambers, 200 Campus Dr, Arvin. | None. Reimbursement for pre-approved travel/mileage. |
|                                                    | Miguel Rivera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Feb 7, 2017                                  | Dec 2020               |                                                  |                               |                                                       |                                                      |
|                                                    | Yesenia Martinez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Feb 21, 2017                                 | Dec 2020               |                                                  |                               |                                                       |                                                      |
|                                                    | Arturo Hinojosa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Jan 22, 2019                                 | Dec 2022               |                                                  |                               |                                                       |                                                      |
|                                                    | Cesar Moreno                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | May 14, 2019                                 | Dec 2022               |                                                  |                               |                                                       |                                                      |
| <b>Purpose / Duties/ Qualifications</b>            | The planning commission shall consist of five (5) members and two (2) alternates who shall be qualified electors residing within the city. The planning commission shall exercise all duties established by the laws of the state relating to city planning commissions and such additional duties as may be prescribed by the city council. The planning commission plays a critical role in the evaluation and approval of development entitlements for new industrial, commercial and residential development and the expansion of existing industrial, commercial and residential facilities; in ensuring the development in the City is not detrimental to the public health, safety and welfare; and in facilitating economic development in the City. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required. (Government Code sections 81000-91014); Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1) |                                              |                        |                                                  |                               |                                                       |                                                      |
|                                                    | <b>Member</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Appointment</b>                           | <b>Expiration Date</b> | <b>Seat Filled By A:</b>                         | <b>Meeting Schedule</b>       | <b>Meeting Location</b>                               | <b>Pay, Stipend, or Other</b>                        |
| <b>KERN MOSQUITO &amp; VECTOR CONTROL DISTRICT</b> | Jess Ortiz                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Oct 16, 2018                                 | Dec 31, 2021           | Resident of Arvin or Councilmember               | Every 2nd Wednesday @ 11:30am | KMVCD Office, 4705 Allen Rd, Bakersfield              | \$100 per meeting and no more than \$100 per month.  |
| <b>Purpose / Duties/ Qualifications</b>            | The primary objective shall be the progressive elimination of mosquito breeding places, the objective to be accomplished by an educational service on control measures, performing services of temporary relief control, establishing projects of source reduction, using abatement procedure methods when necessary, and by general policy of cooperation. The Board is made up of eight (8) Trustees; four appointed by the Kern County Board of Supervisors, one each by City Councils of Bakersfield, Arvin, Shafter, and Wasco. To be eligible to serve as the City of Arvin District Trustee of the KMVCD Board, the individual must be at least 18 years of age, and an elector and resident of the City of Arvin. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required (Government Code sections 81000-91014). Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1).                                    |                                              |                        |                                                  |                               |                                                       |                                                      |

Attachment: Exhibit A to Reso re 2020 List of Appointments for Boards, Commissions and

## RESOLUTION

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN SETTING FORTH THE MEETING DATES AND CITY HOLIDAYS FOR CALENDAR YEAR 2020.

**WHEREAS**, pursuant to the Arvin Municipal Code Section 2.04, the City Council shall, from time to time, set the date and time for regular city council meetings by the adoption of a resolution; and

**WHEREAS**, the City Council meets regularly at 5:30 p.m. on the second and fourth Tuesdays of each month. Regular City Council meetings shall commence with closed session items at 5:30p.m. and regular open session shall commence upon completion of closed session but no earlier than 6:00p.m.

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

1. The regular meetings of the Arvin City Council in 2020 shall take place on the following dates:

|             |              |
|-------------|--------------|
| January 14  | June 23      |
| January 28  | July 14      |
| February 11 | July 28      |
| February 25 | August 11    |
| March 10    | August 25    |
| March 24    | September 08 |
| April 14    | September 22 |
| April 28    | October 13   |
| May 12      | October 27   |
| May 26      | November 10  |
| June 09     | December 08  |

2. The following regular meetings of the Arvin City Council are hereby cancelled:  
November 24, 2020 and December 22, 2020 due to the holiday schedule.

3. The following shall be observed holidays in the City of Arvin:

|                      |                             |
|----------------------|-----------------------------|
| Wed. Jan 01, 2020    | New Year's Day              |
| Mon. Jan 20, 2020    | Martin Luther King, Jr. Day |
| Mon. Feb 17, 2020    | President's Day             |
| Tues. March 31, 2020 | Cesar Chavez Day            |
| Mon. May 25, 2020    | Memorial Day                |
| Fri. July 03, 2020   | Independence Day (observed) |
| Mon. Sept 07, 2020   | Labor Day                   |
| Wed. Nov 11, 2020    | Veteran's Day               |

|                     |                        |
|---------------------|------------------------|
| Thurs. Nov 26, 2020 | Thanksgiving Day       |
| Fri. Nov 27, 2020   | After Thanksgiving Day |
| Thurs. Dec 24, 2020 | Christmas Eve          |
| Wed. Dec 25, 2020   | Christmas Day          |
| Thurs. Dec 31, 2020 | New Year's Eve         |
| Fri. Jan 01, 2021   | New Year's Day         |

4. The holidays for sworn officers are listed under the Memorandum of Understanding (M.O.U.) with the Arvin Police Officers Association.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of November, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
 Aleshire & Wynder, LLP

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



## CITY OF ARVIN Staff Report

Meeting Date: November 12, 2019

**TO:** City Council

**FROM:** Scot Kimble, Police Chief  
Jerry Breckinridge, City Manager

**SUBJECT:** Approval of Professional Services Agreement with GVD Investigations for Cannabis Background Investigations and Related Services.

### **BACKGROUND:**

The Arvin Police Department would like to utilize the services of a private consultant to assist with Cannabis Background Investigations. The consultant will be responsible for conducting, completing, and preparing background investigation reports relating to Cannabis business owners, business permit applicants, and business employees. The services of the consultant will be paid by the business owners and/or employees.

### **FINANCIAL IMPACT:**

There will be no fiscal impact to the City as according to our City of Arvin Cannabis Ordinance, the business owner(s) and employees are responsible for paying for the any fees associated with the background investigations.

### **RECOMMENDATION:**

Approve Professional Services Agreement with GVD Investigations, owner Garth V. Dale, for Cannabis Background Investigations and Related Services and authorize the City Manager or the Chief of Police to execute the same subject to approval as to legal form by the City Attorney.

### **ATTACHMENTS:**

Professional Services Agreement

AGREEMENT NO. \_\_\_\_\_

**CITY OF ARVIN**

**CONTRACT SERVICES AGREEMENT FOR  
CANNABIS BACKGROUND INVESTIGATION SERVICES**

This Contract Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Arvin, a municipal corporation (“City”), and **GVD Investigations**, a California GVD Investigations Group (“Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all of the terms and conditions of this Agreement, 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 all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. 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.

**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 this Agreement.

**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 **TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,200.00)** (“Contract Sum”) per Cannabis applicant/business owner and **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00)** (Contract Sum”) for each Cannabis business employee. This cost includes travel, supplies, information, access fees and administrative support.

**2.2 Method of Payment.** Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid for work performed no more than once per month, as further described in Exhibit “C”. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed. City shall endeavor to pay invoices bearing correct

and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period.

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

### **3. COORDINATION OF WORK**

**3.1 Representative of Consultant.** Garth V. Dale is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

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

**3.3 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.

**3.4 Independent Contractor.** 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 on Exhibit "A". Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. 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.

### **4. INSURANCE AND INDEMNIFICATION**

**4.1 Insurance.** Without limiting Consultant's indemnification of City's Parties, as herein defined, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance with coverage for an additional insured that shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance which complies with the minimum requirements per State law. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the consultant, and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

All of the above policies of insurance shall be primary insurance. To the extent applicable, each policy shall name the City's officers, employees, and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Arvin, 200 Campus Drive, Arvin, CA 93203. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

#### **4.2 Indemnification.**

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and the City’s Parties from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys’ fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City’s Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

### **5. TERM**

**5.1 Term.** Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until **November 12, 2020**.

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

### **6. MISCELLANEOUS**

**6.1 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through its, that there shall be no discrimination against or segregation of, any person or group of persons on account of any characteristic protected by state or federal law including race, color, creed, religion, sex, marital status, national origin, or ancestry 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 any characteristic protected by state or federal law including their race, color, creed, religion, sex, marital status, national origin, or ancestry.

**6.2 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.

**6.3 Conflict of Interest.** No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

**6.4 Notice.** Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager, City of Arvin, 200 Campus Drive, Arvin, CA 93203, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

**6.5 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**6.6 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

**6.7 Governing Law, Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California, and any legal action shall be brought or filed in the County of Kern, California

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

**6.9 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.

**6.10 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

**6.12 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 NEXT PAGE]

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

CITY:  
CITY OF ARVIN, a municipal corporation

CONSULTANT:  
GVD INVESTIGATIONS

\_\_\_\_\_  
Richard J. Breckinridge, City Manager

By: \_\_\_\_\_  
Name: Garth V. Dale  
Title: Owner  
Address: 78365 Hwy 111, Suite 314  
La Quinta, CA 92253  
(760) 457-5116

ATTEST:

\_\_\_\_\_  
Cecilia Vela, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney

[END OF SIGNATURES]

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **SERVICES TO BE PROVIDED**

Consultant shall provide Cannabis background investigation services to the City, per each person/applicant assigned at the direction of the Contract Officer. Work elements include:

- Conduct complete Cannabis Background Investigations for the City of Arvin for applicants for business permits (business owners) and employees of those said businesses in conjunction with the Arvin City Ordinance on Cannabis businesses, prospective business owners, Cannabis sales, City rules and regulations.
- Review and comply with applicable California statutory laws and City rules, ordinances, and regulations.
- Participate in teleconferences and/or meetings with City staff as needed, to include weekly updates on progress, as applicable.
- Prepare and deliver to the City a written report summarizing relevant information collected and detailing the conclusion of the background investigations. 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 the City.
- Participate in appeals or litigation hearings or if the City requires additional services related to the background investigation or civil litigation resulting therefrom, including but not limited to depositions, hearings, and/or courtroom testimony. This will only be done at the request and approval of the Contract Officer.
- Provide additional services as may be requested by the Contract Officer.

#### **TIME OF PERFORMANCE**

Consultant shall perform each background investigation matter assigned to Consultant by the City at the direction of the Contract Officer.

#### **ADDITIONAL REQUIREMENTS**

If Consultant has no employees, Consultant must provide a written statement under penalty of perjury confirming that it has no employees in lieu of the requirement to provide evidence of Worker's Compensation Insurance.

## EXHIBIT "B" SPECIAL REQUIREMENTS

### 1. Standard of Performance.

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Contract Officer or his/her designee. The Contract Officer or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in Exhibit A. However, no additional or different tasks or services shall be performed by Consultant other than those specified in Exhibit A, or those so assigned in writing to Consultant by the Contract Officer or his/her designee.

B. The City shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

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

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

### 4. Conflict of Interest.

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

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

5. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

6. Financial Condition. Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the Contract Officer, or his designee, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager, Contract Officer, or his designee that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager, Contract Officer, or his designee shall be returned to Consultant after review and shall not be retained by City.

7. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to any characteristic protected by state or federal law including race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such non-discrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to any characteristic protected by state or federal law including race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**EXHIBIT “C”  
SCHEDULE OF COMPENSATION**

Consultant shall be paid for actual time worked, pursuant to the following fee schedule:

Cannabis Background Investigative Services

Consultant shall submit invoices once per month to the Contract officer seeking compensation for services provided and approved reimbursements in a form approved by the City’s Finance Director.

Payment to the Consultant pursuant to this Agreement shall not exceed the Contract Sum of TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,200.00) per Cannabis applicant/business owner (Applicants for business license) and FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) for each Cannabis business employee.

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

If a case requires extensive appeals hearings or litigation appearances above and beyond 40 hours, or if the city requires additional services, GVD Investigations will charge the city a flat rate of \$100.00 an hour. This will only be done with the request and approval of the Contract Officer and on a case by case basis. A 4 hour minimum would apply in these rare circumstances and would include travel expenses and travel time.

Expenses:

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

Reimbursement:

Upon completion of a background investigation or once every thirty (30) days, whichever is shorter, Consultant shall submit a report to the Contract Officer detailing by line item the charges by the following categories:

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



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: November 12, 2019

**TO:** City Council

**FROM:** Scot Kimble, Police Chief  
 Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA,  
 APPROVING THE SALE OF VEHICLES DECLARED AS SURPLUS

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution declaring the equipment listed below, titled as surplus items, as surplus and authorize its sale pursuant to the procedures set forth in Arvin Municipal Code section 3.08.110(c).

**BACKGROUND:**

Arvin Municipal Code section 3.08.110(c) specifies that current department heads of the City shall submit reports showing surplus stock, materials and equipment. When it is found by the City Council that such materials owned by the City are not needed for use by any City department, the Council may declare such materials as surplus and authorize the sale thereof and proceeds from any such sale shall be deposited into City treasury.

The Police Department has identified the following Animal Control vehicle as surplus and it is to be sold in its current operational condition:

Unit 252      2013 Ford F350 Super Duty      Vin # 1FDSF34P23EB39386

If the City Council determines that this vehicle is surplus and authorizes its sale, the Police Department intends to sell it at auction to the highest bidder.

**FINANCIAL IMPACT**

None. All proceeds will be deposited into the City's General Fund.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, APPROVING THE SALE OF VEHICLES DECLARED AS SURPLUS**

**WHEREAS**, Arvin Municipal Code (AMC) Section 3.08.110 (Surplus property-Sale or other disposal) establishes a procedure to declare equipment surplus; and

**WHEREAS**, AMC Section 3.08.110 (A) states that all department heads of the city shall submit to the city council at such times, and in such form as may be prescribed, reports showing stock, materials, equipment and any real property on hand not then in use in said department. When a surplus of stock, materials, equipment, or real property exists in any department, the city council may transfer the same to any other department having a need for such stock or any portion thereof on approval of the city council or its designated official; and

**WHEREAS**, AMC Section 3.08.110 (B) states, when it is found by the city council that stock, materials, equipment, or real property exists which is not needed for use by any city department, the city council may authorize the sale thereof, and the proceeds from any such sale or sales shall be deposited in the city treasury; and

**WHEREAS**, AMC Section 3.08.110 (C) states, upon the city council's finding and authorization of the sale of surplus stock, materials, equipment, or real property, the city manager may take whatever steps necessary to obtain the highest price in exchange for the sale of the surplus stock, materials, equipment, or real property. The determination of the highest price that will be most favorable to the city will be made by the city manager, within his/her sole discretion. The city manager may thereafter enter into and complete the sale of the surplus stock, materials, equipment, or real property on behalf of the city; and

**WHEREAS**, the Chief of Police has found that one (1) Animal Control Vehicle identified as Unit 252, a 2013 Ford F350 Super Duty truck, Vin # 1FDSF34P23EB39386a, is no longer in use by the Arvin Police Department (Animal Control) and is surplus.

**NOW, THEREFORE**, the City Council of the City of Arvin, does hereby resolve as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Arvin hereby declares the above-described vehicle is surplus and authorizes its sale by the city manager.
3. The City Council finds that this action is in the best interests of the City of Arvin.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of November, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

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



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: November 12, 2019

**TO:** City Council

**FROM:** Jerry Breckinridge, City Manager  
Jerry Breckinridge, City Manager

**SUBJECT:** Approve Appointment of Council Member Trujillo to Water Education for Latino Leaders (WELL) UnTapped Fellowship Program

**BACKGROUND:**

Council Member Trujillo has been selected as a Water Education for Latino Leaders (WELL) UnTapped fellow from a competitive group of elected leaders. WELL UnTapped fellows engage leaders across California in dynamic workshops and roundtables addressing some the state's most pressing water policies. UnTapped fellows meet for two-day sessions every month over a six-month period.

Council Member Trujillo is requesting authorization to represent the Arvin City Council as a fellow in the 2020 WELL UnTapped program.

**FINANCIAL IMPACT:**

The program fee for participation in WELL UnTapped is \$2,500, which covers curriculum, lodging, food, professional trainers, training materials, and staff and operational expenses. Currently, there is approximately \$6,000 remaining in the City Council Travel and Conference budget.

**RECOMMENDATION:**

Consider authorizing Council Member Trujillo to represent the City of Arvin as a fellow in the WELL UnTapped Water Policy Program and approving the City to pay up to \$2,500 in program costs for participation in the WELL UnTapped fellow program.

**ATTACHMENTS:**

Acceptance Letter

October 31, 2019

Olivia Trujillo  
Councilmember  
City of Arvin  
200 Campus Drive  
Arvin, CA 93203

Subject: Welcome to WELL UnTapped!

Dear Olivia,

On behalf of Water Education for Latino Leaders (WELL), we would like to welcome you as a member of the WELL UnTapped Fellowship program. You've been selected as a WELL UnTapped fellow from a competitive group of elected leaders with a true passion for protecting our environment. We look forward to the synergy from your cohort's dynamic experience and backgrounds.

This third year of the fellowship is expected to be better than ever. You can expect to engage leaders across California in dynamic workshops and roundtables addressing some of the state's most pressing water policies. Your participation in WELL UnTapped will play a major role in preparing our state as it faces those and many other challenges in the coming years.

We are excited to have you be a part of WELL UnTapped.

In order to confirm your participation in the program, you **MUST** do the following by Friday, November 15th, 2019:

1. Review our website ([www.latinosforwater.org](http://www.latinosforwater.org)) and calendar the WELL UnTapped training dates
2. Email a portrait photo of yourself to [brianne@latinosforwater.org](mailto:brianne@latinosforwater.org).
3. Confirm receipt of this communication by emailing [brianne@latinosforwater.org](mailto:brianne@latinosforwater.org).
4. Give WELL permission to use your name in a press release announcing the WELL UnTapped fellows.

If you have any questions or concerns, please feel free to contact Brianne Logasa.

Again, congratulations from WELL!

WELL Board of Directors

**WELL Advisory Council Members:** Victor R. Griego, Jr. Founder and President, WELL, Miguel A. Luna Principal of DakeLuna Consultants, Tony Estremera Director of Valley Water, Tonia Reyes Uranga, Principal Owner, Uranga Consulting Diana Mahmud, Councilmember, City of South Pasadena, Carmen Ramirez, Councilmember, City of Oxnard, Irais Lopez-Ortega, Councilmember, City of Calistoga



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: November 12, 2019

|                 |                                                                                                                                                                                                                   |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b>      | City Council                                                                                                                                                                                                      |
| <b>FROM:</b>    | Pawan Gill, Director of Administrative Services<br>Jerry Breckinridge, City Manager                                                                                                                               |
| <b>SUBJECT:</b> | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN IMPLEMENTING SECTION 21173 OF THE CALIFORNIA GOVERNMENT CODE REGARDING JURISDICTION TO DETERMINE DISABILITY FOR RETIREMENT PURPOSES OF LOCAL SAFETY MEMBERS |

**RECOMMENDATION:**

Staff recommends that the City Council adopt the proposed resolution authorizing the City Manager to make determinations of disability for safety employees, including whether such disability is industrial, and to certify applications to CalPERS on behalf of the City regarding determinations of disability for retirement of local safety members

**BACKGROUND:**

The City is a contracting agency with CalPERS for local safety and non-safety members. As part of the contract, CalPERS administers a disability retirement program. Disability retirement applications may be initiated by either the CalPERS member or any person on his or her behalf, the governing body of the contracting agency (the City), or by an official designated by the governing body.

Under the Public Employee Retirement Law (PERL) when a local safety member files for retirement due to disability, or an agency employer files application for disability retirement for that employee, PERL requires that the contracting agency (the City) make a determination that the employee is disabled, and whether that disability is “industrial” within the scope of the law. Section 21173 of the Government Code provides that the governing body of the contracting agency may delegate the authority to make those determinations to an officer of the city. If this Resolution is approved it will be the City Manager.

Under PERL an employee is disabled if the employee’s condition renders the employee substantially incapacitated from performing work duties either permanently or for an extended,

uncertain period of time exceeding twelve months. An employee's disability is industrial if the disability resulted from an injury or disease arising out of and in the course of the employee's employment. Industrial disability retirements apply only to safety employees.

For a non-industrial injury/disease for both a local safety member and a local miscellaneous member (all other employees), as well as an industrial injury/disease for a local miscellaneous member, the agency may submit a disability (versus industrial disability) retirement application for an employee who chooses not to apply for him/herself. Unlike an industrial disability retirement and non-industrial disability for local safety members, CalPERS makes the final determination as to disability under PERL.

In making this determination, the City is required by CalPERS to make certain specified findings, determinations and statements. The City must then *certify* its determination to the CalPERS Board, which will approve or disapprove the application for disability retirement based on the contracting agency's determination.

This Resolution affirms and authorizes the City's delegation of the authority to the City Manager to make applications regarding disability retirement and further delegates to the City Manager the authority to make industrial disability retirement determinations for local safety members

**FINANCIAL IMPACT:**

None

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN IMPLEMENTING SECTION 21173 OF THE CALIFORNIA GOVERNMENT CODE REGARDING JURISDICTION TO DETERMINE DISABILITY FOR RETIREMENT PURPOSES OF LOCAL SAFETY MEMBERS**

**WHEREAS**, the City of Arvin (“City”) is a contracting agency of the California Public Employees’ Retirement System (“CalPERS”); and

**WHEREAS**, the Public Employees’ Retirement Law requires that a contracting agency determine whether an employee of such agency classified as a local safety member is disabled for the purposes of the Public Employees’ Retirement Law, and further whether such disability is “industrial” within the meaning of such law; and

**WHEREAS**, California Government Code Section 21173 permits the City Council to delegate authority to make such determinations to a subordinate officer subject to conditions it may impose; and

**WHEREAS**, the City Council desires to delegate its authority under Government Code Section 21173 and to designate the City Manager as the officer authorized to determine whether a safety officer is disabled and whether such disability is deemed industrial; .

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

1. The City Manager is hereby authorized to make determinations of industrial or other disability for its sworn officers pursuant to Section 21173 of the California Government Code, and to certify such determinations and to take all other actions necessary to notify CalPERS Retirement of all information required under the law.

2. The City Manager is further authorized to make or cause to be made applications on behalf of the City as a contracting CalPERS agency for disability retirements of City of Arvin who are local safety members, and to further initiate requests for reinstatement of such employees who are retired for disability

3. This Resolution shall be effective immediately upon adoption.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 12th day of November, 2019 by the following vote:

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA**, City Clerk

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA**, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

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



**CITY OF ARVIN**  
**Staff Report**

Meeting Date: November 12, 2019

|                 |                                                                                                                                                                                                 |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b>      | City Council                                                                                                                                                                                    |
| <b>FROM:</b>    | Jerry Breckinridge, City Manager<br>Jerry Breckinridge, City Manager                                                                                                                            |
| <b>SUBJECT:</b> | AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AMEND SECTION 2.24.010 OF CHAPTER 2.24 OF TITLE 2 OF THE ARVIN MUNICIPAL CODE REGARDING THE COMPOSITION OF PLANNING COMMISSION MEMBERS |

**RECOMMENDATION:**

Staff recommends approval of the second reading and adoption of the proposed Ordinance to allow appointment of electors residing within the City's sphere of influence, including within City limits.

**BACKGROUND:**

The City is currently experiencing difficulty obtaining a quorum for its Planning Commission. In order to expand the pool of candidates, the proposed ordinance would allow electors living within the City limits, as well as the City's sphere of influence, to be appointed to serve on the Planning Commission. Commissioners from these areas would have a greater interest in the growth and expansion of development within the City and its sphere of influence as compared to persons residing elsewhere. The proposed ordinance will also ensure that the City Council will have a larger pool of potential participants in the Planning Commission, and hence the City's business. The ordinance would also affirm the appointments of any member of the Planning Commission made since the beginning of the year who is living in the sphere of influence. First reading of the Ordinance was held at the City Council Meeting of October 22, 2019.

**FINANCIAL IMPACT:**

There is no financial impact as a result of the recommended action.

**ATTACHMENTS:**

An Ordinance Of The City Council Of The City Of Arvin To Amend Section 2.24.010 Of Chapter 2.24 Of Title 2 Of The Arvin Municipal Code Regarding The Composition Of Planning Commission Members

## ORDINANCE

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN TO AMEND SECTION 2.24.010 OF CHAPTER 2.24 OF TITLE 2 OF THE ARVIN MUNICIPAL CODE REGARDING THE COMPOSITION OF PLANNING COMMISSION MEMBERS

**WHEREAS**, the Arvin Planning Commission is comprised of members appointed by the City Council of the City of Arvin; and

**WHEREAS**, the current Arvin Municipal Code Section 2.24.010 requires that the Planning Commission shall consist of five (5) members who shall be qualified electors of the City; and

**WHEREAS**, the term “elector” generally means one qualified to vote in an election; and

**WHEREAS**, the decisions of the Planning Commission include issues both within the City limits and in the City’s sphere of influence; and

**WHEREAS**, the City Council of the City of Arvin has appointed, and desires to be able to appoint, members who reside within the City’s sphere of influence to also serve on the Planning Commission and to expand the pool of potential candidates as appointees to the Commission; and

**WHEREAS**, to accomplish this greater participation of members of the Planning Commission the City Council of the City Council desires to amend Title 2, Chapter 2.24, Section 2.24.010 to allow appointed members of the Arvin Planning Commission to include those residing within its sphere of influence.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY ARVIN DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** The Recitals set forth above are true and correct and incorporated herein by reference.

**SECTION 2.** Section 2.24.010 of Chapter 2.24 Of Title 2 of The Arvin Municipal Code is hereby amended to read in its entirety as follows:

**Section 2.24.010 Composition.**

The planning commission shall consist of five (5) members who shall be qualified electors of the city, including those who reside within the city’s sphere of influence.~~or within its sphere of influence.~~

**SECTION 3.** Any appointment by the City Council of elector residing within the City's sphere of influence to the Planning Commission, as either a member or an alternate, since January 1, 2019, is hereby affirmed and re-appointed without interruption.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** The provisions of this Section shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

**SECTION 7.** This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council after waiving reading except by Title, at a Regular meeting thereof held on 22nd day of October, 2019 and adopted the Ordinance after second reading at a regular meeting held on the 12th day of November, 2019, by the following vote:

**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 Ordinance passed and adopted by the City Council of the City of Arvin on the date and by the vote indicated herein.



**CITY OF ARVIN  
City Council**

**Meeting Date: November 12, 2019**

**TO:** Arvin City Council

**FROM:** Jerry Breckinridge, City Manager  
Mitzy Cuxum

**SUBJECT:** An Ordinance Of The City Council Of The City Of Arvin, California, Adopting An Uncodified Ordinance Amending The Official Zoning Map, Heretofore Adopted By Section 17.06.020 Of The Arvin Municipal Code, For Zone Change 2013-01 (Ariston) (Zoning Change Ordinance)

**Staff Recommends:**

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.

**Background:**

The Ariston project was before City Council on October 22, 2019. During this meeting the City Council introduced the Ordinance (first reading) and approved the following items:

- a. A Resolution Of The City Council Of The City Of Arvin Adopting A Mitigated Negative Declaration And A Mitigation Monitoring And Reporting Program For General Plan Amendment 2013-01 And Zone Change 2013-01 - Ariston Project (CEQA Resolution)
- b. A Resolution Of The City Council Of The City Of Arvin Approving General Plan Amendment 2013-01-Ariston Project Changing The Land Use Designation On 62+/- Acres From Light Industrial And Heavy Industrial To 32.89 Acres To Light Industrial, 8.01 Acres To General Commercial, 13.46 Acres To Medium Density Residential, And 7.01 Acres To High Density Residential; And Associated Mitigated Negative Declaration (General Plan Amendment Resolution)

The ordinance is now before the City Council for a second reading and consideration for adoption.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN, CALIFORNIA, ADOPTING AN UNCODIFIED ORDINANCE AMENDING THE OFFICIAL ZONING MAP, HERETOFORE ADOPTED BY SECTION 17.06.020 OF THE ARVIN MUNICIPAL CODE, FOR ZONE CHANGE 2013-01 (ARISTON)**

**WHEREAS**, the City of Arvin (the "City") has an adopted General Plan and zoning ordinance; and

**WHEREAS**, the requested zone changes area as follows: 32.89 acres along Sycamore Road from A-1 Light Agricultural and A-2 General Agricultural to M-2 Light Industrial; 8.01 Acres at the southeast corner of Sycamore Road and Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to C-2 General Commercial; 13.46 Acres at the along the easterly side of Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to R-2 - Two-family Dwelling; and 7.0 Acres east side of Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to R-4 Multiple Family Dwelling; and

**WHEREAS**, the applicant, The Ariston Group, has incorporated 7 acres for high density residential at the request of City Staff to assist in the implementation of the 2013-2023 Housing Element goals, polices, and work programs; and

**WHEREAS**, the City is concurrently considering General Plan Amendment 2013 for the project site, as well as a mitigated negative declaration (MDN) for the project; and

**WHEREAS**, the project application was submitted in 2013 and has been delayed due to various factors; and

**WHEREAS**, on November 19, 2013, Land Conservation Contract #13 was cancelled for the subject site in anticipation for urban development; and

**WHEREAS**, project area was designated as Light Industrial and Heavy Industrial; in 2013; and

**WHEREAS**, the project site's 2013 zoning remained as Agricultural with portions of the site zoned as Light Agricultural (A-1) and General Agricultural (A-2); and

**WHEREAS**, the City has adopted various fees required for the City's General Plan Maintenance Program and Maintenance of Various Maps; and

**WHEREAS**, the City properly noticed the August 14, 2018 Planning Commission special meeting to consider the proposed General Plan Amendment 2013-1, Zone Change 2013-1, and associated CEQA pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Planning Commission conducted a duly noticed public hearing on August 14, 2018, at which time all interested parties were given an opportunity to be heard and

present evidence regarding the proposed Zone Change 2013-01 - Ariston Project and after which the Planning Commission adopted a Resolution recommending the City Council adopt the Ordinance; and

**WHEREAS**, the City properly noticed the December 4, 2018 hearing before the City Council for the proposed Amendment pursuant to Government Code sections 65090 and 65091 by publication in the newspaper and provided notice to all property owners within 300 feet of the proposed projects; and

**WHEREAS**, the City Clerk published the required public hearing notice in the Bakersfield Californian for the City Council meeting of October 2, 2018 and mailed the public notice to surrounding property owners within 300 feet of the project for the October 2, City Council meeting; and

**WHEREAS**, the City Council meeting of October 2, 2018 was continued to November 20, 2018 and subsequently continued to December 4, 2018 at the applicant's request; and

**WHEREAS**, the applicant requested the City Council at the December 4, 2018 meeting to continue the public hearing off-calendar in order to meet with and representatives of Grimmway, an industrial operation adjacent to and directly north of the proposed project; and

**WHEREAS**, the applicant and representatives of Grimmway industrial agreed to modifications of the proposed zone designations and the applicant has requested minor modifications for consideration of the Planning Commission recommendation of August 14, 2018 by the City Council; and

**WHEREAS**, the City Clerk published the required public hearing notice in the Bakersfield Californian on June 13, 2019 for the City Council meeting of June 25, 2019 and mailed the public notice to surrounding property owners; and

**WHEREAS**, proof of the published public hearing notice and verification of the 300-foot property owner public hearing notice is on file at the City Clerks' office.

**WHEREAS**, the City Council conducted a duly noticed public hearing on June 25, 2019, at which time all interested parties were given an opportunity to be heard and present evidence regarding the proposed Zone Change 2013-01; and

**WHEREAS**, the City Council on June 25, 2019 conducted a public hearing at a meeting regarding the introduction and first reading of this ordinance, during which it received a staff presentation and provided an opportunity to the public to submit testimony, and after closing the public hearing and after Council deliberation voted to introduce this ordinance; and

**WHEREAS**, on June 25, 2019, the City Council considered this matter consistent with the requirements of the law, and referred the matter back to the Planning Commission for a recommendation on the minor modifications to the project, and then continued the City Council hearing from time to time in order to allow the Planning Commission sufficient time to consider a recommendation; and

**WHEREAS**, at its duly noticed public hearing on October 15, 2019, the Planning Commission re-assessed the modifications to the Ariston Project and recommended the City Council adopt an ordinance approving Zone Change 2013-1 for the project; and

**WHEREAS**, the City conducted another public hearing on the Ariston Project on October 22, 2019 and considered the recommendations of the Planning Commission; and

**WHEREAS**, the City Council now desires to adopt an uncodified ordinance approving Zone Change 2013-1.

**WHEREAS**, the City Council now desires to adopt Zone Change 2013-01, including the associated Mitigated Negative Declaration and Mitigation Monitoring Reporting and Applicable Programs, for the project contingent upon approval of a resolution adopting General Plan Amendment 2013-01.

**NOW, THEREFORE**, the City Council of the City of Arvin does ordain as follows:

1. The above recitals are true and correct, and are incorporated by reference.
2. The City Council finds that public necessity, convenience, general welfare, or good zoning practices justify adoptions of Zone Change 2013-01. Specifically, the change is consistent with the General Plan goals and policies, any operative plan, or adopted policy. The change implements adopted policies of the General Plan Land Use Element in that the overall density complies is consistent with the General Plan. Approval of the change would assist with the implementation of the 2013-2023 Housing Element Goals and Policies in providing opportunity site for high density residential development. The change is also consistent with the purpose of the Development Code to promote the growth of the city in an orderly and sustainable manner, and to promote and protect the public health, safety, peace, comfort, and general welfare. The change is also necessary for good zoning practices to achieve the balance of land uses desired by the City and to provide sites for needed housing, consistent with the General Plan any applicable operative plan, or adopted policy. Additionally:
  - a. Zone Change 2013-01 is consistent with the General Plan in that the rezoning directly implements adopted policies of the General Plan Land Use Element in that the overall density is in compliance.
  - b. Zone Change 2013-01, assists in the implementation of the Housing Element in providing opportunity site for high density residential development, provides for additional housing stock, and provides for additional affordable housing.
  - c. The area subject to Zone Change 2013-01 is physically suitable for the proposed type of and intensity of development in that the site is flat with no unique geologic characteristics visible.
3. The City Council adopts Zone Change 2013-01, which rezones APN 189-35202 and -08, located on the south side of Sycamore Road, East of Tejon Highway (Derby Street) and West of Malovich Road, and amends the Official Zoning Map, for Zone Change 2013-01 (Ariston). The Ordinance would establish a Zone Change from 32.89 acres along Sycamore

Road from A-1 Light Agricultural and A-2 General Agricultural to M-2 Light Industrial; 8.01 Acres at the southeast corner of Sycamore Road and Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to C-2 General Commercial; 13.46 Acres at the along the easterly side of Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to R-2 - Two-family Dwelling; and 7.0 Acres east side of Tejon Highway from A-1 Light Agricultural and A-2 General Agricultural to R-4 Multiple Family Dwelling as shown on Exhibit A and described therein.

4. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise authorized by law.

5. This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Notwithstanding, this Ordinance shall not take effect until the City Council has approved General Plan Amendment 2013-1, and applicant has paid all fees including the City's General Plan Maintenance Program, Maintenance of Various Maps, and Implementation of the Mitigation Monitoring and Reporting Program. If either said approval or payments have not occurred within sixty (60) days of the date of the adoption of this Ordinance, this Ordinance shall not take effect and will be null and void.

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by the City Council of the City of Arvin after waiving reading, except by Title, at a regular meeting thereof held on the 22<sup>nd</sup> day of October 2019, and adopted the Ordinance after the second reading at a regular meeting held on the \_\_\_\_\_ day of 2019, by the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
**CECILIA VELA, City Clerk**

**CITY OF ARVIN**

By: \_\_\_\_\_  
**JOSE GURROLA, Mayor**

APPROVED AS TO FORM:

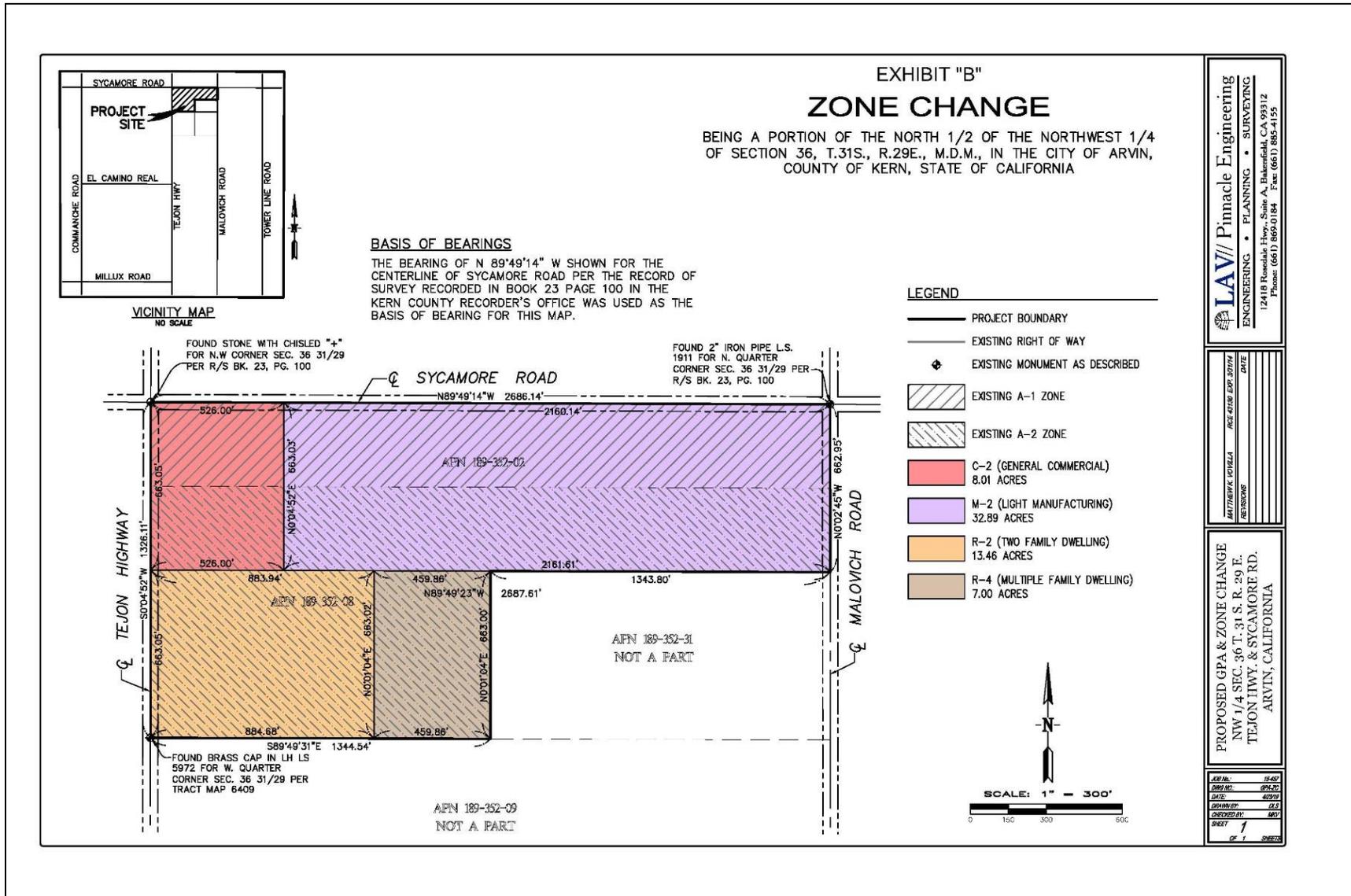
By: \_\_\_\_\_  
**SHANNON L. CHAFFIN**, City Attorney  
Aleshire & Wynder, LLP

Exhibit A: Land Use Designation and Zoning Designation Map for GPA/ZC 2013-01 Ariston Project.

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

Attachment: Ordinance Rezone Ariston Project (Public Hearing: 2nd Reading Ariston GPA/ZC/MND)

EXHIBIT A GENERAL PLAN LAND USE DESIGNATION AND ZONING DESIGNATIONS - AMENDMENTS GPA-ZC 2013-01 ARISTON PROJECT - ASSESSOR PARCEL NUMBERS: 189-352-02 AND 189-352-08



Attachment: Ordinance Rezone Ariston Project (Public Hearing: 2nd Reading Ariston GPA/ZC/MND)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>M-2 ZONE (LIGHT MANUFACTURING)<br/>LAND USE – LIGHT INDUSTRIAL</b></p> <p>BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p> <p>BEBINNING AT THE NORTHWEST CORNER OF SECTION 36, SAID POINT MARKED WITH A CHISLED “+” ON A STONE PER THE RECORD OF SURVEY BOOK 23, PAGE 100 AND BEING THE CENTERLINE INTERSECTION OF SYCAMORE ROAD AND TEJON HIGHWAY; THENCE SOUTH 89°49’14” EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 526.00 FEET; THENCE (1) CONTINUING ALONG SAID NORTH LINE SOUTH 89°49’14” EAST, A DISTANCE OF 2160.14 FEET TO AN ENCASED 2” IRON PIPE MARKED L.S. 1911 PER RECORD OF SURVEY BOOK 23, PAGE 100 MARKED AS NORTH QUARTER CORNER OF SECTION 36;THENCE (2) DEPARTING FROM SAID NORTH QUARTER CORNER SOUTH 0°02’45” EAST, 662.95 FEET ALONG THE MID SECTION LINE; THENCE (3) NORTH 89°49’23” WEST, 2161.61 FEET; THENCE (4) NORTH 0°04’52” EAST, 663.03 FEET TO THE POINT OF BEGINNING.</p> <p>CONTAINS 32.89 ACRES MORE OR LESS</p> | <p><b>C-2 ZONE (COMMERCIAL)<br/>LAND USE - GENERAL COMMERCIAL</b></p> <p>BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p> <p>BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, SAID POINT MARKED WITH A CHISLED “+” ON A STONE PER THE RECORD OF SURVEY BOOK 23, PAGE 100 AND BEING THE CENTERLINE INTERSECTION OF SYCAMORE ROAD AND TEJON HIGHWAY; THENCE (1) SOUTH 89°49’14” EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 526.00 FEET;</p> <p>THENCE (2) SOUTH 0°04’52” WEST, 663.03 FEET;</p> <p>THENCE (3) NORTH 89°49’23” WEST, 526.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION;</p> <p>THENCE (4) NORTH 0°04’52” EAST, 663.05 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING;</p> <p>CONTAINS 8.01 ACRES MORE OR LESS</p> |
| <p><b>R-2 ZONE (TWO FAMILY DWELLING)<br/>LAND USE – MEDIUM DENSITY RESIDENTIAL</b></p> <p>BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>R-4 ZONE (MULTIPLE FAMILY DWELLING)<br/>LAND USE – HIGH DENSITY RESIDENTIAL</b></p> <p>BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 31 SOUTH, RANGE 29 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

Attachment: Ordinance Rezone Ariston Project (Public Hearing: 2nd Reading Ariston GPA/ZC/MND)

DESCRIBED AS FOLLOWS;  
 BEGINNING AT THE WEST QUARTER CORNER OF SECTION 36, SAID POINT MARKED WITH A BRASS CAP MONUMENT MARKED L.S. 5972 PER TRACT MAP 6409 AND BEING ON THE CENTERLINE OF TEJON HIGHWAY;  
 THENCE (1) SOUTH 89°49'31" EAST, 884.68 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36;  
 THENCE (2) NORTH 0°01'04" WEST, 663.02 FEET;  
 THENCE (3) NORTH 89°49'23" WEST, 883.94 FEET TO A POINT ON THE WEST LINE OF SECTION 36;  
 THENCE (4) SOUTH 0°04'52" WEST, 663.05 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS 13.46 ACRES MORE OR LESS

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, SAID POINT MARKED WITH A BRASS CAP MONUMENT MARKED L.S. 5972 PER TRACT MAP 6409 AND BEING ON THE CENTERLINE OF TEJON HIGHWAY; THENCE SOUTH 89°49'31" EAST, 884.68 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 36 TO THE POINT OF BEGINNING;  
 THENCE (1) CONTINUING ALONG SAID SOUTH LINE SOUTH 89°49'31" EAST, 459.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36;  
 THENCE (2) NORTH 0°01'04" EAST, 663.00 FEET;  
 THENCE (3) NORTH 89°49'23" WEST, 459.86 FEET;  
 THENCE (4) SOUTH 0°01'04" WEST, 663.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.00 ACRES MORE OR LESS



## Transit Recap FY 2018-2019

### CITY ROUTE

PASSENGERS : 45,906 (37,645 prior year)

ON TIME PERCENTAGE: 99

PASSENGERS/HOUR: 25

BUSIEST MONTH: OCTOBER (5,244)



## Transit Recap FY 2018-2019

### DIAL-A-RIDE

PASSENGERS : 7,750 (6,816 prior year)

ON TIME PERCENTAGE: 99

PASSENGERS/HOUR: 10

BUSIEST MONTH: NOVEMBER (1,001)



## Transit Recap FY 2018-2019

### LAMONT

PASSENGERS : 18,185 (15,341 prior year)

ON TIME PERCENTAGE: 99

PASSENGERS/HOUR: 24

BUSIEST MONTH: OCTOBER (2,010)



## Transit Recap FY 2018-2019

### TEJON

PASSENGERS : 7,319 (7,189 prior year)

ON TIME PERCENTAGE: 100

PASSENGERS/HOUR: 25

BUSIEST MONTH: FEBRUARY (722)



## Transit Recap FY 2018-2019

### BAKERSFIELD COLLEGE

PASSENGERS : 5,432 (3,112 prior year)

ON TIME PERCENTAGE: 99

PASSENGERS/HOUR: 20

BUSIEST MONTH: OCTOBER (676)



## Transit Recap FY 2018-2019

### REVENUE AND EXPENSES

FARE BOX : \$69,723 (\$73,659 in 17/18)

(revenue decreased due to sponsored free-pass program)

EXPENSES: \$826,458 (\$769,757 in 17/18)

most of the increase is due to maintenance of old busses  
shortfall of revenue/expense is covered by TDA grant

PASSENGER MILES: 131,190 (127,581 prior yr)



## Transit Recap FY 2018-2019

### SAFE AND EFFICIENT OPERATIONS

Zero accidents

No worker's compensation claims

100% rating on CHP annual inspection



## Transit Recap FY 2018-2019

### SAFE AND EFFICIENT OPERATIONS

Busses stop at ALL schools within City

New Bakersfield stops in 2019 – Job Spot and Social Security Offices

99-100% on time accuracy



# ARRIVING DECEMBER 6<sup>th</sup> !!



## City of Arvin - General Fund Revenue Analysis

Fiscal Year 2019-20 as of 09/30/19. % of year =25

Report updated 10/31/19. dollars in thousands (\$000)

| Category                              | Budget       | YTD        | Budget %     |
|---------------------------------------|--------------|------------|--------------|
| Administrative Cost Recovery          | 278          | 69         | 24.8%        |
| Business License etc.                 | 49           | 5          | 10.2%        |
| Franchise Fees                        | 427          | 63         | 14.8%        |
| Planning Department Fees              | 403          | 99         | 24.6%        |
| Police Department Fees                | 58           | 9          | 15.5%        |
| **Property Tax Fees                   | 274          | 21         | 7.7%         |
| Rental of Facilities                  | 59           | 12         | 20.3%        |
| *Sales Tax - General                  | 900          | 176        | 19.6%        |
| *Sales Tax - Measure L                | 1,863        | 288        | 15.5%        |
| **Vehicle License Fees/taxes          | 2,038        | -          | 0.0%         |
| One-Time Revenue                      | 62           | 62         | 100.0%       |
| <b>Total General Fund Revenue YTD</b> | <b>6,411</b> | <b>804</b> | <b>12.5%</b> |

\* Sales Tax reported as of August 31, 2019.

\*\* Revenue received in December and May only.

City of Arvin - General Fund Expense Analysis  
 Fiscal Year 2019-20 as of 09/30/19. % of year = 25  
 Dollars in thousands (000)

| Category                           | Budget       | YTD          | Budget %     |
|------------------------------------|--------------|--------------|--------------|
| Salaries and Benefits              | 4,179        | 890          | 21.3%        |
| Kern County Fire Contract          | 624          | 156          | 25.0%        |
| General City Expenses              | 402          | 42           | 10.4%        |
| *Professional Service Contracts    | 228          | 80           | 35.1%        |
| Maintenance                        | 177          | 47           | 26.6%        |
| Legal                              | 416          | 115          | 27.6%        |
| Information Technology             | 211          | 50           | 23.7%        |
| Utilities                          | 234          | 82           | 35.0%        |
| <b>Total General Fund Expenses</b> | <b>6,471</b> | <b>1,462</b> | <b>22.6%</b> |

\*Prof Serv Contracts: (80k year to date)

Planning/Engineering:

|                             |   |
|-----------------------------|---|
| JAS Pacific - Build Inspect | 7 |
| DeWalt - Engineering        | 5 |
| Other                       | 4 |

Planning/Engineering total 16

Administration:

|                           |    |
|---------------------------|----|
| Audit                     |    |
| Sphere of Influence Study | 12 |
| Other                     | 31 |

Administration total 43

Police -

Kern County Animal Svcs 21