



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

**TUESDAY AUGUST 25, 2020 6:00pm**

*(Regular Session will commence no earlier than 6:00pm. Closed Session will commence soon after Regular Session however, it is not open to the public.)*

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

This meeting is compliant with the Governor’s Executive Order N-25-20 issued on March 4, 2020 and N-29-20 issued on March 18, 2020, allowing for a deviation of teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for staff and the public to conduct city business, while allowing for public participation. The meeting will be held by teleconference only. The public may participate by calling:

**1-669-900-9128**

**Meeting ID: 814 7122 3031#**

**To join the meeting from your computer, tablet or smartphone click on the following link:**

<https://us02web.zoom.us/j/81471223031>

**The meeting agendas are available at:** <https://www.arvin.org/government/clerk/meeting-agendas-minutes/documents-page/>

The city will accept comments on any items on the agenda, inclusive of closed session items, in writing, and in advance of the meeting, **up until Monday, August 24, 2020 at 3:00pm.** Comments may be mailed to City of Arvin, City Clerk’s Office, PO Box 548, Arvin, CA 93203 or emailed to [cvela@arvin.org](mailto:cvela@arvin.org). In the subject line, please provide “PUBLIC COMMENT ITEM #” (insert the item number relevant to your comment) or “PUBLIC COMMENT NON-AGENDA ITEM”. All public comments will be provided to the City Council and may be read into the record or compiled as part of the record.

**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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## **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.



I pledge allegiance to the flag of the United States of America  
and to the Republic for which it stands, one nation, under  
God, indivisible, with liberty and justice for all.

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

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

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

**2. PUBLIC COMMENTS**

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

**3. CLOSED SESSION REPORT FROM REGULAR CITY COUNCIL MEETING OF AUGUST 11, 2020.** (City Attorney)

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

- A. Approval of Demand Register(s) of August 08, 2020 – August 21, 2020.
- B. Approval of Payroll Register(s) of August 21, 2020.
- C. Approval of the Minutes of the Regular Meeting(s) of August 11, 2020.
- D. Approval of A Resolution of the City Council of the City of Arvin Authorizing Submittal of An Application for the State Transit Assistance State of Good Repair (SGR) Fund for the City of Arvin and Authorizing the city Manager, or his Designee to Execute All Related Grant Documents and Authorizing Related Action.
- E. Approval of Reimbursement Agreement between the City of Shafter and the City of Arvin to Retain Citygate Associates, LLC to Conduct A Contract Fire Services Review.
- F. Approval of an Agreement with the Local Government Commission (LGC) for Civic Spark Fellow Program.
- G. Approval of A Subrecipient Agreement with Self-Help Enterprises (SHE) for CV-1 Funds.
- H. Approval of Master Services Agreement between CivicPlus, LLC., d/b/a CivicPlus and City of Arvin for Website Services.

Staff recommends approval of the Consent Agenda.

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

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

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

- A.** A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Adopting A Mitigated Negative Declaration and Approving A Sewer Management Plan. (City Engineer)

Staff recommends the City Council open the hearing, allow for public testimony, close the hearing and consider approval of the Resolution.

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

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

- B.** A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Determining that the Public Convenience and Necessity Would Not Be Served for A Type 20 (Off-Sale Beer and Wine) License at 100 Bear Mountain Blvd. (City Planner)

Staff recommends the City Council open the hearing, allow for public testimony, close the hearing and consider approval of the Resolution.

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

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

**6. ACTION ITEM(S)**

- A.** Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic.

Staff recommends to discuss and take action as appropriate.

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

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

**7. STAFF REPORTS**

**8. COUNCIL MEMBER COMMENTS**

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

- A.** CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code, § 54957.6):

City Negotiator: Colin Tanner, Lead Negotiator and Pawan Gill, Director of Administrative Services

Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

**B. Threats to Public Services or Facilities (Pursuant to Government Code, § 54957(a).)**

Consultation with: City Attorney and/or City Emergency or Critical Function Personnel.

**C. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

One case (City of Arvin v. Clean Fuel Connection, Inc.)

**D. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

One case (Community Recycling and Resource Recovery Center, Inc.)

**10. 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 August 21, 2020.



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Cecilia Vela, City Clerk

**Edit List of Invoices - Detail w/GL**

Date: 08/11/2020

Time: 5:20 pm

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51656	ACC BUSINESS	07/27/2020	BOFA	INTERNET ACC 06.11.20-07.10.20	958.64
48-486	P.O. BOX 105306	08/11/2020	N		0.00
	ATLANTA	07/27/2020	N	N	0.00
	GA 30348-5306	07/27/2020	0.00	N	0
	<Emailing Stub Disabled>	07/27/2020	201959417		958.64

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		958.64	0.00
Distribution Total			958.64	0.00

Vendor Total: 958.64

51657	ALL AMERICAN UNIFORMS	07/20/2020	BOFA	UNIFORM EXP J.MORFIN	852.27
48-785	4817 STOCKDALE HWY	08/11/2020	N		0.00
	BAKERSFIELD	07/20/2020	N	N	0.00
	CA 93309	07/20/2020	0.00	N	0
	<Emailing Stub Disabled>	07/20/2020	#107		852.27

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5023	UNIFORMS		852.27	0.00
Distribution Total			852.27	0.00

Vendor Total: 852.27

51658	AT&T MOBILITY	07/22/2020	BOFA	M&I + COVID CELL PHONES	380.47
01-803	PO BOX 6463	08/11/2020	N	06.23.20 - 07.22.20	0.00
	CAROL STREAM	07/22/2020	N	N	0.00
	IL 60197-6463	07/22/2020	0.00	N	0
	<Emailing Stub Disabled>	07/22/2020	287251442687X07282020		380.47

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5056	TELEPHONE		188.12	0.00
319-001-5179	COVID-19 SUPPORT		95.49	0.00
319-007-5179	COVID-19 SUPPORT		96.86	0.00
Distribution Total			380.47	0.00

Vendor Total: 380.47

51655	CALIFORNIA HIGHWAY PATROL	08/11/2020	BOFA	2020 CHP INSPECTION-TRANSIT	400.00
03-007	ATT: RUBEN VALVERDE-ACCOUN	08/11/2020	N		0.00
	SACRAMENTO	08/11/2020	N	N	0.00
	CA 94298-0001	08/11/2020	0.00	N	0
	<Emailing Stub Disabled>	08/11/2020	2020 CHP INSPECTION-TR		400.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5034	PROFESSIONAL SERVICES		400.00	0.00
Distribution Total			400.00	0.00

Vendor Total: 400.00

51661	COMPLETE HARDWARE STORE	07/24/2020	BOFA	REPAIR MENS ROOM ADOBE COI	17.88
48-463	101 BEAR MOUNTAIN BLVD.	08/11/2020	N		0.00
	ARVIN	07/24/2020	N	N	0.00
	CA 93203	07/24/2020	0.00	N	0
	<Emailing Stub Disabled>	07/24/2020	332895		17.88

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
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Attachment: Demand Register(s) August 08, 2020 - August 21, 2020 (Demand Register(s) of August 08, 2020 - August 21, 2020.)

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount

MAINTENANCE - OTHER					17.85	0.00
Distribution Total					17.85	0.00

51662	COMPLETE HARDWARE STORE	07/20/2020	BOFA	SENIOR CTR SPRINKLER REPAIR		
48-463	101 BEAR MOUNTAIN BLVD.	08/11/2020	N			9.11
	ARVIN	07/20/2020	N	N		0.00
	CA 93203	07/20/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/20/2020	332286			9.11

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		9.18	0.00
Distribution Total			9.18	0.00

51663	COMPLETE HARDWARE STORE	07/16/2020	BOFA	MATL TOOLS FOR SHOP		
48-463	101 BEAR MOUNTAIN BLVD.	08/11/2020	N			25.84
	ARVIN	07/16/2020	N	N		0.00
	CA 93203	07/16/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/16/2020	331631			25.84

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5094	SHOP SUPPLIES		25.84	0.00
Distribution Total			25.84	0.00

Vendor Total: 52.84

51664	CSJVRMA	07/10/2020	BOFA	BOARD MEETING NON ATTENDAI		
03-750		08/11/2020	N			1,000.00
	SACRAMENTO	07/10/2020	N	N		0.00
	CA 95833	07/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/10/2020	RMA 2021-0055			1,000.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5062	DUES AND SUBSCRIPTIONS		1,000.00	0.00
Distribution Total			1,000.00	0.00

51665	CSJVRMA	07/02/2020	BOFA	2020/2021 1ST QUARTER DEPOSI		
03-750		08/11/2020	N			186,281.00
	SACRAMENTO	07/02/2020	N	N		0.00
	CA 95833	07/02/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/02/2020	RMA 2021-0002			186,281.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0074	DEPOSITS-CSJVRMA		186,281.00	0.00
Distribution Total			186,281.00	0.00

Vendor Total: 187,281.00

51667	DEPARTMENT OF TOXIC SUBSTA	07/21/2020	BOFA	EPA ID # VERIFICATION & HAZAR		
48-825	ACCOUNTING UNIT	08/11/2020	N	WASTE MANIFEST FEE		150.00
	SACRAMENTO	07/21/2020	N	N		0.00
	CA 95812-1288	07/21/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/21/2020	VQ NUMBER 202052332			150.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5022	LICENSES, PERMITS & FEES		150.00	0.00
Distribution Total			150.00	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount

Vendor Total: 150.00

51660	DEPARTMENT OF TRANSPORTAT	06/30/2020	BOFA	SIGNALS & LIGHTING BILLING	
04-257	PO BOX 168019	06/30/2020	N	APR2020 THRU JUN2020	665.80
	SACRAMENTO	06/30/2020	N	N	0.00
	CA 95816-8019	06/30/2020	0.00	0	0.00
	<Emailing Stub Disabled>	06/30/2020	SL201074		665.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5010	MAINTENANCE - SIGNAL LIGHTS		665.82	0.00
Distribution Total			665.82	0.00

Vendor Total: 665.80

51666	DIAMOND IT PREPAID USE 28-39	08/06/2020	BOFA	AGRMNT BLOCK RETAINER 08.06	
28-434	P.O BOX 9007	08/11/2020	N		50,000.00
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93389-9007	08/06/2020	0.00	0	0.00
	<Emailing Stub Disabled>	08/06/2020	27033		50,000.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0071	PREPAID MAINTENANCE CONTRACT		50,000.00	0.00
Distribution Total			50,000.00	0.00

Vendor Total: 50,000.00

51659	JIM BURKE FORD	07/22/2020	BOFA	UNIT 283 WORKS OIL SERVICE	
10-380	P.O BOX 2088	08/11/2020	N		67.50
	BAKERSFIELD	07/22/2020	N	N	0.00
	CA 93303-2088	08/21/2020	0.00	0	0.00
	<Emailing Stub Disabled>	07/22/2020	194568		67.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		67.54	0.00
Distribution Total			67.54	0.00

Vendor Total: 67.50

51670	MOUNTAINSIDE DISPOSAL	07/31/2020	BOFA	LANDILL FEE FOR AUG 2020	
13-585	8665 SO. UNION AVE	08/11/2020	N		162.12
	BAKERSFIELD	07/31/2020	Y	N	0.00
	CA 93307	07/31/2020	0.00	0	0.00
	<Emailing Stub Disabled>	07/31/2020	590005		162.12

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		162.12	0.00
Distribution Total			162.12	0.00

Vendor Total: 162.12

51668	MUNISERVICES, LLC	08/07/2020	BOFA	CAFR STATS REPORTS	
28-447		08/11/2020	N	07.13.20 - 01.12.2021	2,500.00
	BIRMINGHAM	08/07/2020	N	N	0.00
	AL 35202-0992	08/07/2020	0.00	0	0.00
	<Emailing Stub Disabled>	08/07/2020	000336		2,500.00

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	Vendor Address	Pay. Date	PO Number	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
Vendor No.	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Discoun
					Net Amount

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		2,500.00	0.00
Distribution Total			2,500.00	0.00

Vendor Total: 2,500.00

	MARIA LUZ PARRA	08/11/2020		BOFA	REFUND DEPOSIT VET'S HALL	
		08/11/2020		N	RECEIPT 34587 EVENT 08.29.20	700.00
51669		08/11/2020		N	N	0.00
62-047		08/11/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/11/2020	RECEIPT 34587			700.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-0202	DEPOSITS PAYABLE		700.00	0.00
Distribution Total			700.00	0.00

Vendor Total: 700.00

	STAPLES BUSINESS ADVANTAGE	07/23/2020		BOFA	COMM DEV OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		84.79
51671	ATLANTA	07/23/2020		N	N	0.00
19-812	GA 30348-5638	07/23/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/23/2020	O#7310491153-0-1			84.79

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5016	OFFICE SUPPLIES		84.79	0.00
Distribution Total			84.79	0.00

	STAPLES BUSINESS ADVANTAGE	08/11/2020		BOFA	COMM DEV OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		60.59
51672	ATLANTA	08/11/2020		N	N	0.00
19-812	GA 30348-5638	08/11/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/11/2020	O#7310449597-0-1			60.59

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5016	OFFICE SUPPLIES		60.59	0.00
Distribution Total			60.59	0.00

	STAPLES BUSINESS ADVANTAGE	07/21/2020		BOFA	CITY HALL OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		206.90
51673	ATLANTA	07/21/2020		N	N	0.00
19-812	GA 30348-5638	07/21/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/21/2020	O#7310268911-0-1			206.90

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5016	OFFICE SUPPLIES		206.90	0.00
Distribution Total			206.90	0.00

	STAPLES BUSINESS ADVANTAGE	06/29/2020		BOFA	COMM DEV OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		115.25
51674	ATLANTA	06/29/2020		N	N	0.00
19-812	GA 30348-5638	06/29/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/29/2020	O#7309332052-0-1			115.25

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5016	OFFICE SUPPLIES		115.25	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount

<b>Distribution Total</b>					115.25	0.00
	STAPLES BUSINESS ADVANTAGE	08/11/2020		BOFA	TRANSIT OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		43.90
51675	ATLANTA	08/11/2020		N	N	0.00
19-812	GA 30348-5638	08/11/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/11/2020	O#7309238216-0-1			43.90

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5016	OFFICE SUPPLIES		43.91	0.00
<b>Distribution Total</b>			43.91	0.00

	STAPLES BUSINESS ADVANTAGE	06/26/2020		BOFA	COVID SUPPLIES LYSOL WIPES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		5.83
51676	ATLANTA	06/26/2020		N	N	0.00
19-812	GA 30348-5638	06/26/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/26/2020	O#7309238216-0-2			5.83

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		5.83	0.00
<b>Distribution Total</b>			5.83	0.00

	STAPLES BUSINESS ADVANTAGE	07/13/2020		BOFA	TRANSIT OFFICE SUPPLIES	
	STAPLES BUSINESS CREDIT	08/11/2020		N		141.50
51677	ATLANTA	07/13/2020		N	N	0.00
19-812	GA 30348-5638	07/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/13/2020	O#7309909651-0-1			141.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5016	OFFICE SUPPLIES		141.50	0.00
<b>Distribution Total</b>			141.50	0.00

Vendor Total: 658.70

	UNDERGROUND SERVICE ALERT	07/22/2020		BOFA	2020 MEMBERSHIP AND	
	DIG SAFE BOARD	08/11/2020		N	2019 BILLABLE TICKETS	1,057.30
51678	SAN JOSE	07/22/2020		N	N	0.00
21-500	CA 95150	07/22/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/22/2020	2020110814			1,057.30

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5062	DUES AND SUBSCRIPTIONS		150.00	0.00
200-020-5077	OUTSIDE SERVICES		907.30	0.00
<b>Distribution Total</b>			1,057.30	0.00

Vendor Total: 1,057.30

Grand Total: 245,886.80

Less Credit Memos: 0.00

Net Total: 245,886.80

Less Hand Check Total: 0.00

Outstanding Invoice Total: 245,886.80

Total Invoices: 24

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
51680	AFLAC	08/12/2020	BOFA	SUPP INS AUG2020	145.62
01-025	ATTN: RPS	08/19/2020	N		0.00
	COLUMBUS	08/12/2020	N	N	0.00
	GA 31999	08/12/2020	0.00	N	0
	<Emailing Stub Disabled>	08/12/2020	006208		145.62

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0217	AFLAC		145.62	0.00
Distribution Total			145.62	0.00

Vendor Total: 145.62

51681	BAKERSFIELD CALIFORNIAN 1AF	07/31/2020	BOFA	LEGAL NOTICES JUL2020	3,114.24
02-011	3700 PEGASUS DRIVE	08/19/2020	N		0.00
	BAKERSFIELD	07/31/2020	N	N	0.00
	CA 93308	07/31/2020	0.00	N	0
	<Emailing Stub Disabled>	07/31/2020	2731115		3,114.24

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	ADOPT RES VAR V-2020-101BMB	782.20	0.00
	NT			
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	ADOPT RES ORD DEV	966.56	0.00
	NT	AGRMT2020-01		
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	NOTICE OF ELECTION	565.16	0.00
	NT			
302-072-5032	ADMINISTRATIVE SERVICES	NOTICE BIDS URBAN GREEN	434.34	0.00
		PATHWA		
100-001-5082	ADVERTISING-PUBLICATIONS-PRI	ADOPT ORD DEV AGRMT CANA	365.98	0.00
	NT	ROSE		
Distribution Total			3,114.24	0.00

Vendor Total: 3,114.24

51682	BRANDON'S TRANSMISSION	07/31/2020	BOFA	UNIT 271 BRAKE REPAIRS	291.05
50-015	9834 S. UNION AVE	08/19/2020	N		0.00
	BAKERSFIELD	07/31/2020	N	N	0.00
	CA 93307	07/31/2020	0.00	N	0
	<Emailing Stub Disabled>	07/31/2020	6186		291.05

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		291.05	0.00
Distribution Total			291.05	0.00

51683	BRANDON'S TRANSMISSION	07/30/2020	BOFA	UNIT 275 REPAIR A/C	1,517.39
50-015	9834 S. UNION AVE	08/19/2020	N		0.00
	BAKERSFIELD	07/30/2020	N	N	0.00
	CA 93307	07/30/2020	0.00	N	0
	<Emailing Stub Disabled>	07/30/2020	6185		1,517.39

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		1,517.39	0.00
Distribution Total			1,517.39	0.00

51684	BRANDON'S TRANSMISSION	07/29/2020	BOFA	UNIT 317 FUEL PUMP REPAIR	865.84
50-015	9834 S. UNION AVE	08/19/2020	N		0.00
	BAKERSFIELD	07/29/2020	N	N	0.00
	CA 93307	07/29/2020	0.00	N	0
	<Emailing Stub Disabled>	07/29/2020	6183		865.84

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	Vendor Address	Pay. Date	PO Number	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
Vendor No.	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Discoun
					Net Amount

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5012	MAINTENANCE - VEHICLE		865.84	0.00
Distribution Total			865.84	0.00

Vendor Total: 2,674.20

	C & T AUTOMOTIVE, INC	07/31/2020		BOFA	UNIT 274 A/C REPAIRS	
	12312 MAIN STREET	08/19/2020		N		303.30
51687	LAMONT	07/31/2020		N	N	0.00
03-757	CA 93241	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	900028810			303.30

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		303.30	0.00
Distribution Total			303.30	0.00

	C & T AUTOMOTIVE, INC	07/31/2020		BOFA	UNIT 277 A/C REPAIRS	
	12312 MAIN STREET	08/19/2020		N		268.64
51688	LAMONT	07/31/2020		N	N	0.00
03-757	CA 93241	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	900028811			268.64

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		268.64	0.00
Distribution Total			268.64	0.00

	C & T AUTOMOTIVE, INC	07/21/2020		BOFA	UNIT 268 BRAKE REPAIRS	
	12312 MAIN STREET	08/19/2020		N		244.70
51689	LAMONT	07/21/2020		N	N	0.00
03-757	CA 93241	07/21/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/21/2020	900028739			244.70

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		244.70	0.00
Distribution Total			244.70	0.00

	C & T AUTOMOTIVE, INC	07/28/2020		BOFA	UNIT 269 OIL SVC, A/C REPAIR	
	12312 MAIN STREET	08/19/2020		N		571.45
51690	LAMONT	07/28/2020		N	N	0.00
03-757	CA 93241	07/28/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/28/2020	900028777			571.45

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		571.45	0.00
Distribution Total			571.45	0.00

Vendor Total: 1,388.00

	CALIFORNIA HIGHWAY PATROL	08/11/2020		BOFA	2020 CHP SAFET INSPECT-TRAN:	
	ATT: RUBEN VALVERDE-ACCOUN	08/19/2020		N		50.00
51679	SACRAMENTO	08/11/2020		N	N	0.00
03-007	CA 94298-0001	08/11/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/11/2020	2020CHP SAFETY INSPEC'			50.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5034	PROFESSIONAL SERVICES		50.00	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discoun
	Email Address	Inv. Date	Invoice No.			Net Amount

<b>Distribution Total</b>					50.00	0.00
					Vendor Total:	50.00

51685	CLARK PEST CONTROL OF STOC	08/10/2020		BOFA	PEST CONTROL COMM CTR 08.10	
	ACCOUNTING OFFICE	08/19/2020		N		100.00
03-480	LODI	08/10/2020		N	N	0.00
	CA 95241-1480	08/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/10/2020	26596285			100.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5077	OUTSIDE SERVICES		100.00	0.00
<b>Distribution Total</b>			100.00	0.00

51686	CLARK PEST CONTROL OF STOC	08/10/2020		BOFA	PEST CONTROL VET HALL 08.10	
	ACCOUNTING OFFICE	08/19/2020		N		80.00
03-480	LODI	08/10/2020		N	N	0.00
	CA 95241-1480	08/10/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/10/2020	26596382			80.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5077	OUTSIDE SERVICES		80.00	0.00
<b>Distribution Total</b>			80.00	0.00

51691	CORELOGIC SOLUTIONS, LLC	07/31/2020		BOFA	KERN CA DATA MAPS JUL2020	
	P.O. BOX 847239	08/19/2020		N		137.50
28-169	DALLAS	07/31/2020		N	N	0.00
	TX 75284-7239	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	82036955			137.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5062	DUES AND SUBSCRIPTIONS		137.50	0.00
<b>Distribution Total</b>			137.50	0.00

51692	DIAMOND TECHNOLOGIES, INC	08/07/2020		BOFA	DELL PWREDGE SERV LIC & EQL	
	P.O BOX 660831	08/19/2020		N	AUG2020	3,786.81
28-397	DALLAS	08/07/2020		N	N	0.00
	TX 75266-0831	08/07/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/07/2020	27578081			3,786.81

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT	DELL POWEREDGE SERVERS	1,404.92	0.00
100-001-5100	IT SYSTEMS SUPPORT	DELL COMPUTER EQUIP	178.27	0.00
100-014-5100	IT SYSTEMS SUPPORT	DELL SERVERS	2,203.67	0.00
<b>Distribution Total</b>			3,786.86	0.00

51693	DIAMOND TECHNOLOGIES, INC	07/31/2020		BOFA	BACKUP CENTRIC PD AUG2020	
	P.O BOX 660831	08/19/2020		N		516.00
28-397	DALLAS	07/31/2020		N	N	0.00
	TX 75266-0831	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	26955			516.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discoun
	Email Address	Inv. Date	Invoice No.			Net Amount

	IT SYSTEMS SUPPORT				516.05	0.00
	Distribution Total				516.05	0.00

51694	DIAMOND TECHNOLOGIES, INC	07/31/2020		BOFA	BACKUP CENTRIC ADMIN JUL202	
28-397	P.O BOX 660831	08/19/2020		N		872.74
	DALLAS	07/31/2020		N	N	0.00
	TX 75266-0831	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	26954			872.74

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		872.74	0.00
Distribution Total			872.74	0.00

51695	DIAMOND TECHNOLOGIES, INC	07/31/2020		BOFA	MANAGE OFFICE 365 JUL2020	
28-397	P.O BOX 660831	08/19/2020		N	1 TIME CHG BIT-TITAN MIGRATIO	1,546.99
	DALLAS	07/31/2020		N	N	0.00
	TX 75266-0831	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	26953MS			1,546.99

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		1,546.91	0.00
Distribution Total			1,546.91	0.00

51696	DIAMOND TECHNOLOGIES, INC	07/31/2020		BOFA	SECURECENTRIC FIREWLL AUG2	
28-397	P.O BOX 660831	08/19/2020		N		2,130.00
	DALLAS	07/31/2020		N	N	0.00
	TX 75266-0831	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	26952			2,130.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		710.00	0.00
100-007-5100	IT SYSTEMS SUPPORT		710.00	0.00
100-014-5100	IT SYSTEMS SUPPORT		710.00	0.00
Distribution Total			2,130.00	0.00

51697	DIAMOND TECHNOLOGIES, INC	07/31/2020		BOFA	REMOTE ACCESS JUL2020	
28-397	P.O BOX 660831	08/19/2020		N		152.00
	DALLAS	07/31/2020		N	N	0.00
	TX 75266-0831	07/31/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2020	26906			152.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5100	IT SYSTEMS SUPPORT		50.67	0.00
100-007-5100	IT SYSTEMS SUPPORT		50.67	0.00
100-014-5100	IT SYSTEMS SUPPORT		50.66	0.00
Distribution Total			152.00	0.00

Vendor Total: 9,004.50

51698	GENERAL OFFICE	08/04/2020		BOFA	METER READING APD & COMM D	
07-250	P.O BOX 2486	08/19/2020		N	06.30.20 - 08.02.20	262.50
	BAKERSFIELD	08/04/2020		N	N	0.00
	CA 93303	08/04/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/04/2020	16036			262.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5054	CONTRACT SERVICES		62.86	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount

<b>CONTRACT SERVICES</b>				199.68	0.00
<b>Distribution Total</b>				<b>262.54</b>	<b>0.00</b>

Vendor Total: 262.54

51699	GOLDEN EMPIRE FLEET SERVICE	08/05/2020		BOFA	UNIT 110 ADDRESS CHK ENG LT	
	P.O. BOX 2192	08/19/2020		N		796.60
07-592	BAKERSFIELD	08/05/2020	0.00	N	N	0.00
	CA 93303-2192	08/05/2020		N	0	0.00
	<Emailing Stub Disabled>	08/05/2020	61013			796.60

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		796.65	0.00
<b>Distribution Total</b>			<b>796.65</b>	<b>0.00</b>

51700	GOLDEN EMPIRE FLEET SERVICE	07/20/2020		BOFA	UNIT 110 REPAIR REAR A/C	
	P.O. BOX 2192	08/19/2020		N		687.60
07-592	BAKERSFIELD	07/20/2020	0.00	N	N	0.00
	CA 93303-2192	07/20/2020		N	0	0.00
	<Emailing Stub Disabled>	07/20/2020	60729			687.60

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		687.62	0.00
<b>Distribution Total</b>			<b>687.62</b>	<b>0.00</b>

Vendor Total: 1,484.20

51701	GRANICUS	07/28/2020		BOFA	IQM2 AGENDA & MINUTES	
	DEPT CH-BOX 19634	08/19/2020		N	07.28.20 - 08.27.20	561.00
07-703	PALATINE	07/28/2020	0.00	N	N	0.00
	IL 60055-9634	07/28/2020		N	0	0.00
	<Emailing Stub Disabled>	07/28/2020	129710			561.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		561.00	0.00
<b>Distribution Total</b>			<b>561.00</b>	<b>0.00</b>

Vendor Total: 561.00

51702	HAAKER EQUIPMENT COMPANY	07/23/2020		BOFA	PARTS FOR STREET SWEEPER	
	2070 N. WHITELANE AVE.	08/19/2020		N		76.80
27-074	LA VERNE	07/23/2020	0.00	N	N	0.00
	CA 91750	07/23/2020		N	0	0.00
	<Emailing Stub Disabled>	07/23/2020	C63850			76.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5039	STREET SWEEPING		76.84	0.00
<b>Distribution Total</b>			<b>76.84</b>	<b>0.00</b>

Vendor Total: 76.84

51703	HOME DEPOT PRO INSTITUTION	07/28/2020		BOFA	COA CLEANING SUPPLIES	
	PO BOX 742440	08/19/2020		N	07.28.20 ORDER # 31764890	229.30
48-531	LOS ANGELES	07/28/2020	0.00	N	N	0.00
	CA 90074-2440	07/28/2020		N	0	0.00
	<Emailing Stub Disabled>	07/28/2020	563949874			229.30

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	Vendor Address	Pay. Date	PO Number	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
Vendor No.	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		229.34	0.00
Distribution Total			229.34	0.00

51704	HOME DEPOT PRO INSTITUTION/	08/03/2020		BOFA	COA CLEANING SUPPLIES	
48-531	PO BOX 742440	08/19/2020		N	08.03.20 ORDER # 31764888	2,190.37
	LOS ANGELES	08/03/2020		N	N	0.00
	CA 90074-2440	08/03/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/03/2020	564857027			2,190.37

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		2,190.37	0.00
Distribution Total			2,190.37	0.00

Vendor Total: 2,419.7

51705	MI SUN KIL	07/22/2020		BOFA	DISINFECT TRANSIT DEPT + 1 BL	
13-382	3740 ALTA MESA DRIVE	08/19/2020		N		1,332.50
	STUDIO CITY	07/22/2020		N	N	0.00
	CA 91604	07/22/2020	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/22/2020	2286			1,332.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		1,332.50	0.00
Distribution Total			1,332.50	0.00

Vendor Total: 1,332.50

51706	ELTON PAUL	08/04/2020		BOFA	LAMINATE COVER BASE CABINE	
16-086	4522 WEEDPATCH HWY	08/19/2020		N	AND GAT COMPLETE - COVID	3,300.00
	BAKERSFIELD	08/04/2020		N	N	0.00
	CA 93307	08/04/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/04/2020	1118			3,300.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-007-5179	COVID-19 SUPPORT		3,300.00	0.00
Distribution Total			3,300.00	0.00

Vendor Total: 3,300.00

51717	PG & E	07/30/2020		BOFA	ELEC SVC 07.02.20 - 07.30.20	
16-004	BOX 997300	09/27/2019		N		330.83
	SACRAMENTO	07/30/2020		N	N	0.00
	CA 95899-7300	07/30/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/30/2020	8440977428-2 07.30.20			330.83

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
240-025-5060	UTILITIES EXPENSE		330.83	0.00
Distribution Total			330.83	0.00

Vendor Total: 330.83

Attachment: Demand Register(s) August 08, 2020 - August 21, 2020 (Demand Register(s) of August 08, 2020 - August 21, 2020.)

**Edit List of Invoices - Detail w/GL**

**4.A.1**

Date: 08/20/2020

Time: 2:24 pm

Page: 7

City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
	PITNEY BOWES	08/19/2020	BOFA	LEASE 05.30.20 - 08.29.20	
	P.O. BOX 371887	08/19/2020	N		252.8-
51707	PITTSBURGH	08/19/2020	N	N	0.00
16-390	PA 15250-7887	08/19/2020	0.00	N	0
	<Emailing Stub Disabled>	08/19/2020			252.8-

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5072	EQUIPMENT - LEASE		63.21	0.00
100-007-5072	EQUIPMENT - LEASE		63.21	0.00
100-014-5072	EQUIPMENT - LEASE		63.21	0.00
400-023-5074	EQUIPMENT RENTAL		63.21	0.00
Distribution Total			252.84	0.00

Vendor Total: 252.8-

	PROTERRA	09/27/2019	BOFA	VIN# 7JZTG11JXKL000077 35' BU	
	PROTERRA LOCKBOX 741340	09/27/2019	N		901,438.3-
51716	LOS ANGELES	09/27/2019	N	N	0.00
62-031	CA 90074-1340	09/27/2019	0.00	N	0
	<Emailing Stub Disabled>	09/27/2019	1010908		901,438.3-

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5052	CAPITAL EXPENSE		901,438.34	0.00
Distribution Total			901,438.34	0.00

Vendor Total: 901,438.3-

	SPECTRUM BUSINESS	08/02/2020	BOFA	SVC 08.01.20 - 08.31.20 CAMPUS	
	PO BOX 7195	08/19/2020	N		285.00
51708	PASADENA	08/02/2020	N	N	0.00
02-581	CA 91109-7195	08/02/2020	0.00	N	0
	<Emailing Stub Disabled>	08/02/2020	064070101080220		285.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5036	COMMUNICATIONS		79.85	0.00
100-007-5036	COMMUNICATIONS		53.73	0.00
100-014-5036	COMMUNICATIONS		79.85	0.00
400-023-5036	COMMUNICATIONS		22.03	0.00
100-019-5036	COMMUNICATIONS		49.57	0.00
Distribution Total			285.03	0.00

	SPECTRUM BUSINESS	07/30/2020	BOFA	M&I SERVICE 07.29.20 -08.28.20	
	PO BOX 7195	08/19/2020	N		104.00
51709	PASADENA	07/30/2020	N	N	0.00
02-581	CA 91109-7195	07/30/2020	0.00	N	0
	<Emailing Stub Disabled>	07/30/2020	069794801073020		104.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5036	COMMUNICATIONS		104.00	0.00
Distribution Total			104.00	0.00

Vendor Total: 389.00

Attachment: Demand Register(s) August 08, 2020 - August 21, 2020 (Demand Register(s) of August 08, 2020 - August 21, 2020.)

**Edit List of Invoices - Detail w/GL**

**4.A.1**

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discoun
	Email Address	Inv. Date	Invoice No.			Net Amount
51711	VERIZON WIRELESS 609123961-1	07/25/2020	BOFA	06.26.20 - 07.25.20 CELL PH PD		477.3
22-290	P.O. BOX 660108	08/19/2020	N			0.00
	DALLAS	07/25/2020	N	N		0.00
	TX 75266-0109	07/25/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2020	9859483543			477.3

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5056	TELEPHONE		477.31	0.00
Distribution Total			477.31	0.00

Vendor Total: 477.3

51710	VERIZON WIRELESS 609123961-3	07/25/2020	BOFA	06.26.20 - 07.25.20 AIR CARDS		646.1
22-289	PO BOX 660108	08/19/2020	N			0.00
	DALLAS	07/25/2020	N	N		0.00
	TX 75266-0108	07/25/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2020	9859483544			646.1

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5056	TELEPHONE		646.17	0.00
Distribution Total			646.17	0.00

Vendor Total: 646.1

51712	WAGeworks, INC.	08/01/2020	BOFA	C2791 MNTHLY COMPLIANCE FEI		79.52
48-505	PO BOX 8363	08/19/2020	N	COBRA JUL2020		0.00
	PASADENA	08/01/2020	N	N		0.00
	CA 91109-8363	08/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2020	0720-TR39927			79.52

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		79.52	0.00
Distribution Total			79.52	0.00

Vendor Total: 79.5

51713	WELLS FARGO LEASE PMTS	07/29/2020	BOFA	COPIER LEASE COMM DEV		121.16
23-201	PO BOX 10306	08/19/2020	N	07.24.20 - 08.23.20		0.00
	DES MOINES	07/29/2020	N	N		0.00
	IA 50306-0306	07/29/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/29/2020	5011360837			121.16

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5072	EQUIPMENT - LEASE		121.16	0.00
Distribution Total			121.16	0.00

51714	WELLS FARGO LEASE PMTS	08/03/2020	BOFA	COPIER LEASE ARVIN PD		183.87
23-201	PO BOX 10306	08/19/2020	N	07.29.20 - 08.28.20		0.00
	DES MOINES	08/03/2020	N	N		0.00
	IA 50306-0306	08/03/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/03/2020	5011423844			183.87

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5072	EQUIPMENT - LEASE		183.87	0.00
Distribution Total			183.87	0.00

Attachment: Demand Register(s) of August 08, 2020 - August 21, 2020 (Demand Register(s) of August 08, 2020 - August 21, 2020.)

**Edit List of Invoices - Detail w/GL**

Date: 08/20/2020

Time: 2:24 pm

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City of Arvin

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discoun
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				
					Vendor Total:	305.00
	ZEE MEDICAL SERVICE	08/13/2020		BOFA	FIRST AID SUPPLIES TRANSIT	
	107 SO. BRYANT ST	08/19/2020		N		215.10
51715	OJAI	08/13/2020		N	N	0.00
26-250	CA 93023	08/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2020	34-218407			215.10

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5016	OFFICE SUPPLIES		215.10	0.00
Distribution Total			215.10	0.00
			Vendor Total:	215.10

Total Invoices: 39

Grand Total:	930,265.30
Less Credit Memos:	0.00
Net Total:	930,265.30
Less Hand Check Total:	0.00
Outstanding Invoice Total:	930,265.30

Attachment: Demand Register(s) August 08, 2020 - August 21, 2020 (Demand Register(s) of August 21, 2020.)

## EARNINGS REPORT

4.B.1

Emp. Code Desc.: CITY OF ARVIN  
 From 08/21/2020 to 08/21/20  
 City of Arvin

PAYROLL 08-21-2020

Date: 8/19/2020  
 Time: 16:57:40

Employee Name	Employee ID	1X	2X	3X	ADLCO	ADMLV	ALLOW	BNFT1	CTO	Ot
		DEGRE	DIFFL	FH	FTO	INSUR	LONG	MISC	PBD	Tc
		PHALW	POST	PTO	REG	RETRO	SICK	SSWEP	TUPGR	
		UNADV	VAC	WRKCO	TTD	COALV	COV1X	EPSL		
<b>Grand Total:</b>	<b>Employee Count: 56</b>	14,219.79	79.80	0.00	15,065.85	0.00	200.00	1,007.46	0.00	0
		392.33	176.40	207.76	169.61	1,994.16	2,441.28	63.84	269.12	147,066
		300.00	812.50	0.00	82,978.65	1,940.24	6,414.88	744.80	255.60	
		90.78	2,298.68	6,454.59	0.00	6,509.33	0.00	1,979.04		

## COST REPORT

Emp. Code Desc.: CITY OF ARVIN  
 From 08/21/2020 to 08/21/20  
 City of Arvin

PAYROLL 08-21-2020

Date: 8/19/2020  
 Time: 16:56:00

Employee Name	Employee ID	PER6E	FUTA	MC	MC1	PER2D	PER2M	PER3E	PER5E	Ot
		SS	PERS	PERS2	PERS3	PERS4	PERS5	PERS6	PERS8	Tc
			SS1	SUTA						
<b>Grand Total:</b>	<b>Employee Count: 56</b>	0.00	0.00	1,881.46	318.89	1,551.95	1,023.28	1,147.36	119.59	0
		0.00	0.00	2,423.73	2,491.28	0.00	0.00	2,533.17	2,136.25	25,154
		7,928.27	1,599.29	0.00						

Attachment: Payroll Register(s) of August 21, 2020 (Payroll Register(s) of August 21, 2020)

## REGULAR MEETING MINUTES

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

AUGUST 11, 2020

CALL TO ORDER @ 6:01PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

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

**Motion to approve Agenda.**

Motion Mayor Gurrola Second CM Franetovich Vote 4-0

#### 2. PUBLIC COMMENTS

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

#### 3. CLOSED SESSION REPORT FROM REGULAR CITY COUNCIL MEETING OF JULY 28, 2020. (City Attorney)

**CLOSED SESSION REPORT BY CITY ATTORNEY FROM REGULAR CITY COUNCIL MEETING OF JULY 28, 2020: No reportable action.**

#### 4. PRESENTATION(S)

- A. Outreach Partnership Proposal  
Tom Esqueda, Executive Director, Grid Alternatives

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

- A. Approval of Demand Register(s) of July 25, 2020 – August 07, 2020.  
B. Approval of Payroll Register(s) of August 07, 2020.  
C. Approval of the Minutes of the Regular Meeting(s) of July 28, 2020.  
D. Approval of A Resolution of the City Council of the City of Arvin Approving An Agreement for Four (4) Ford Explorer Interceptors Between the City of Arvin and Jim Burke Ford.

**Resolution No. 2020-51**

**Agreement No. 2020-15**

Staff recommends approval of the Consent Agenda.

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

Motion Mayor Gurrola      Second MPT Robles      Vote 4-0

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

- A. A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of a Grant Application to the State of California, Department of Housing and Community Development (HCD) to the 2020 Community Development Block Grant CV-1 Program; and Authorizing Related Actions. (Director of Administrative Services)

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

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to approve the Resolution.**

Motion Mayor Gurrola      Second MPT Robles      Vote 4-0

**Resolution No. 2020-52**

- B. A Public Hearing to Consider Approval of A Resolution of the City Council of the City of Arvin 1) Authorizing the Submittal of A Grant Application to the State of California, Department of Housing and Community Development for the Permanent Local Housing Allocation (PLHA) Program; 2) Adopting A Permanent Local Housing Allocation (PLHA) PLAN; and 3) Authorizing Related Action. (Director of Administrative Services)

Staff recommends the City Council open the hearing, allow for public testimony, close the hearing and consider approval of the Resolution.

**Hearing opened.**

**No public testimony.**

**Hearing closed.**

**Motion to approve the Resolution.**

Motion Mayor Gurrola      Second CM Trujillo      Vote 4-0

**Resolution No. 2020-53**

**7. ACTION ITEM(S)**

- A. Discussion and Action on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic.

Staff recommends to discuss and take action as appropriate.

**No motion and no action taken for above Action Item 7A.**

**8. STAFF REPORTS****9. COUNCIL MEMBER COMMENTS****10. CLOSED SESSION ITEM(S)****A. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code, § 54957.6):

City Negotiator: Colin Tanner, Lead Negotiator and Pawan Gill, Director of Administrative Services

Employee Organizations: Arvin Police Officers Association (APOA) and Central California Association of Public Employees SEIU Local 521.

**B. Threats to Public Services or Facilities** (Pursuant to Government Code, § 54957(a).)

Consultation with: City Attorney and/or City Emergency or Critical Function Personnel.

**C. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)

One case (City of Arvin v. Clean Fuel Connection, Inc.)

**CLOSED SESSION REPORT BY CITY ATTORNEY: No reportable action.**

**11. ADJOURNED @ 7:43 PM**

Respectfully submitted,

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



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

Meeting Date: August 25, 2020

**TO:** City Council

**FROM:** Pawan Gill, Director of Administrative Services  
 Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUND FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

**BACKGROUND:**

The Road Repair and Accountability Act of 2017, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit will be referred to as the State of Good Repair program (SGR). This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account.

The Program is a grant funding source for fiscal year 2020-2021 for eligible transit maintenance, rehabilitation, and capital projects. Arvin was apportioned \$15,241 of 99313 SGR regional funds and \$880 of 99314 (Arvin only) SGR funds totaling \$16,121. City staff proposes to roll this year's limited SGR allocation into the FTA Low-No bus project.

**FINANCIAL IMPACT:**

No fiscal impact.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING SUBMITTAL OF AN APPLICATION FOR THE STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUND FOR THE CITY OF ARVIN AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS AND AUTHORIZING RELATED ACTION**

**WHEREAS**, Senate Bill 1 (2017) the Road Repair and Accountability Act 2017, establishing the State of Good Repair (SGR) program to fund eligible transit maintenance, rehabilitation and capital project activities that maintain the public transit system in a state of good repair; and

**WHEREAS**, the City of Arvin is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) to eligible project sponsors (local agencies) for eligible transit capital projects; and

**WHEREAS**, the Kern Council of Governments is responsible for distributing SGR funds to the City of Arvin under its regional jurisdiction; and

**WHEREAS**, the City Council of the City of Arvin concurs with and approves the attached project list for the State of Good Repair Program funds; and

**WHEREAS**, the City Council of the City of Arvin wishes to delegate authorization to execute these documents and any amendments thereto to the City Manager, or his designee.

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

Section 1: That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations, and guidelines for all SGR funded transit projects.

Section 2: The City Manager, or his designee, is hereby authorized to submit all required documents to the Department of Transportation for the State of Good Repair Program.

Section 3: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all SGR grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved grant project from the California Department of Transportation for the State of Good Repair Program, subject to approval as to legal form by the City Attorney.

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 25th day of August, 2020 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.

# Submittal Report

**SGR-C10-FY20/21-5370-001**

**FY 20/21**

## Submittal Details

<b>Program</b> State of Good Repair Program	<b>Agency</b> City of Arvin	<b>Date Created</b> 08/20/2020	<b>Date Submitted</b>	<b>Date Approved</b>
<b>Address</b> 200 Campus Drive, P.O. Box 548	<b>City</b> Arvin	<b>State</b> CA	<b>Zip Code</b> 93203	
<b>Contact</b> Christine Viterelli		<b>Contact Title</b> Grant Writer		
<b>Contact Phone</b> (661) 854-3134		<b>Contact Email</b> cviterelli@arvin.org		
<b>Support Documentation</b> Resolution		<b>Additional Information</b> The City of Arvin proposes to use SGR to continue it's fleet electrification plan and continuing to roll funds into its current fleet electrification project. Funds for 2020-2020 SGR will go towards the purchase of 3 Proterra Electric buses and infrastructure.		

# Project Details

Title	Description	Asset Type	Project Category	Est. Useful Life	Est. Project Start Date	Est. Project Completion Date	Est. 99313 Costs	Est. 99314 Costs
Purchase three Proterra	Replace three 33' diesel buses that are beyond their useful life by purchasing	Rolling Stock/Fleet	Replacement	20	10/01/2019	12/31/2020	\$15,241	\$

Attachment: SGR Submittal Report FY 20-21 (Reso Authorizing the Submittal of State Transit State of

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

**Reimbursement Agreement between the City of Shafter  
and the City of Arvin**

This Reimbursement Agreement (Agreement) is entered into on \_\_\_\_\_, 2020 by and between the City of Shafter (Shafter) and the City of Arvin (Arvin). Shafter and Arvin may be referred to individually as a Party and collectively as the Parties throughout this Agreement.

Whereas, the Parties, agreed to partner to conduct a contract fire services review for the participating cities in Kern County. City of Shafter, Arvin, California City, Delano, McFarland, Ridgecrest, Taft, Tehachapi and Wasco may be referred to as Partners throughout this Agreement.

Whereas, City of Shafter, Arvin, California City, Delano, McFarland, Ridgecrest, Taft, Tehachapi and Wasco agree to share the cost based on an equal pro rata share, 1/9<sup>th</sup>, of the study.

Whereas, the Partners agreed to retain Citygate Associates, LLC to conduct a Contract Fire Services Review (“Citygate Contract”).

Whereas, Citygate Associates, LLC desires to enter a contract with one agency who will act as the “host” agency for administering the contract.

Whereas, City of Shafter will act as the host agency that will administer the professional services agreement with Citygate and wherein Citygate will bill Shafter for the full amount of the contract, and the Partner Agencies will reimburse Shafter for their share based on equal pro rata share (1/9<sup>th</sup>) of the proposal cost as set forth in their respective reimbursement agreements.

Whereas, this Reimbursement Agreement is to describe the terms and conditions for reimbursement between Shafter and Arvin.

Now, therefore, the Parties agree as follows:

1. Shafter is designated as the “host” agency for administration of the contract with Citygate Associates, LLC (hereinafter “Citygate”). Shafter shall enter into a contract with Citygate for an initial amount not to exceed \$22,811. Any changes in scope beyond that originally anticipated by the Partners shall be negotiated, and the Citygate Contract and this Agreement shall be amended.
2. Term. The term of this Agreement is to run concurrently with the Agreement with Citygate, currently from July 13, 2020 until December 31, 2020. This Reimbursement Agreement will automatically extend if the contract with Citygate is extended. Should the Agreement with Citygate terminate, the Parties agree to terminate this Agreement as well. Any outstanding invoices shall be paid by Arvin within 30 days of termination.
3. Arvin’s Share. Arvin’s Share of the Contract Fire Services Review Task 1 and 2 is \$2,534.55. Arvin will be billed proportionately for any additional costs due to change in scope of the Citygate contract.
4. Reimbursement Schedule. Shafter shall bill Arvin as Shafter is billed.

- a. Citygate requires ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset their start-up costs (deposit). Thereafter, Citygate bills monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge.
  - b. Shafter shall bill Arvin its proportionate share of the costs based on 1/9<sup>th</sup> of the total project cost. The first invoice shall be for Arvin's proportionate share of the deposit. Shafter shall thereafter invoice Arvin on a monthly basis.
  - c. Arvin shall pay Shafter within thirty days of City's invoice.
5. Intention of Parties. It is the express intention of the Parties that Contractor is an independent contractor and not an employee, agent or representative of any Partner Agency or City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer/employee by and between Shafter, City and Contractor or between Shafter, any City and any employee or agent of Contractor. Contractor is not an employee of any City for State or federal tax purposes. Further, all Partner Agencies/Cities understand and acknowledge that Contractor retains the right to perform services for others during the term of this Agreement.
6. Indemnification. Both parties to this Agreement agree to indemnify, defend and hold harmless the other party and their officers, agents, and employees from any and all claims, demands, judgments, damages, costs, liabilities or losses arising from, or in any way relating to, their respective acts or omissions, and the acts or omissions of their officers, agents and employees, under this Agreement.
7. Notice. All notices shall be personally delivered or mailed, via first class mail, postage prepaid to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.
  - a. Address of Shafter is as follows:  
 City Manager  
 City of Shafter  
 336 Pacific Ave  
 Shafter, CA 93263
  - b. Address of Arvin is as follows:  
 City Manager  
 City of Arvin  
 200 Campus Drive  
 Arvin, CA 93203
8. Amendment. The Agreement may only be amended by written agreement executed by both Parties.

- 9. No Assignment. Neither this Agreement nor any portion shall be assigned by Arvin, without prior written consent of Shafter.
- 10. Severability. The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.
- 11. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.
- 12. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.
- 13. Waiver. No waiver by either Party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision thereof. All waivers must be in writing and signed by the Party against whom enforcement of the waiver is sought. All remedies are cumulative, and the election to pursue less than all remedies shall not be a waiver of the right to pursue any remedy.
- 14. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by Shafter and Arvin.
- 15. Non-Discrimination. Arvin and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 16. Authority to Execute. Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

CITY OF SHAFTER

CITY OF Arvin

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Gabriel A. Gonzalez  
Print Name

\_\_\_\_\_  
Jerry Breckinridge  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

July 13, 2020

Gabriel A. Gonzalez  
City Manager  
City of Shafter  
[ggonzalez@shafter.com](mailto:ggonzalez@shafter.com)

**RE: PROPOSAL TO CONDUCT A CONTRACT FIRE SERVICES REVIEW FOR THE PARTICIPATING CITIES IN KERN COUNTY**

Dear Mr. Gonzalez:

Citygate Associates, LLC (Citygate) is pleased to present its proposal to the participating cities in the County of Kern (partner cities) to review their fire services costs and provision options. In response to the complete proposal that was submitted on July 8, 2020, you requested that a letter be prepared to authorize Task 1 of the Work Plan. In brief, Task 1—Initiate the Project and Gather Data, includes the following sub-tasks. Please see the complete proposal for the detailed description of each sub-task.

- ◆ Obtain and review County/Department documentation; acquire background information.
- ◆ Develop detailed Work Plan schedule for the project.
- ◆ Conduct videoconference with the City Managers and, separately, the County staff representatives to initiate study.
- ◆ Interview County, Department, and partner city leadership.

The not-to-exceed cost to proceed with Task 1 is **\$9,177** (as shown below), which includes Citygate project support hours if Task 1 requires two months. The hourly rates charged are the same as those presented in our proposal.

Task	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	Total Project Amount
1   Initiate the Project and Gather Data	\$8,740	\$437	\$0	\$9,177

Mr. Gabriel Gonzalez  
July 13, 2020  
Page 2

Thank you for the opportunity to be of service to the partner cities in these challenging times for public safety providers. If this proposal is acceptable, you can sign acceptance below, or forward a standard consultant contract for us to complete.

\* \* \*

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at [dderoos@citygateassociates.com](mailto:dderoos@citygateassociates.com).

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Stewart Gary

Acceptance of Citygate's proposal and terms:

Gabriel A. Gonzalez                      [Signature]  
Name    Signature

City Manager                                      7/13/2020  
Title    Date

Attachment: Letter Proposal - Kern County Cities Fire Study Task 1 (07-13-20) v.Executed (Reimbursement Agreement with City of Shafter -





PROPOSAL TO CONDUCT A  
CONTRACT FIRE SERVICES  
REVIEW

PARTNER CITIES IN KERN COUNTY

JULY 8, 2020



[WWW.CITYGATEASSOCIATES.COM](http://WWW.CITYGATEASSOCIATES.COM)

600 COOLIDGE DR., STE. 150 FOLSOM, CA 95630  
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July 8, 2020

Gabriel A. Gonzalez  
City Manager  
City of Shafter  
[ggonzalez@shafter.com](mailto:ggonzalez@shafter.com)

**RE: PROPOSAL TO CONDUCT A CONTRACT FIRE SERVICES REVIEW FOR THE PARTICIPATING CITIES IN KERN COUNTY**

Dear Mr. Gonzalez:

Citygate Associates, LLC (Citygate) is pleased to present its proposal to the participating cities in the County of Kern (partner cities) to review their fire services costs and provision options. This introductory letter explains why Citygate is the most experienced fire services consultancy in the Western U.S., especially to address the needs facing the partner cities.

### ***EXTENSIVE FIRE SERVICES AND FISCAL EXPERTISE***

---

Our fiscal and alternative service delivery acumen is unparalleled. Citygate is the most relied upon firm to assist with public safety merger, separation, and contract cost of service studies. We have three such assessments currently underway and have conducted more than 35 of these study types in California alone, some including multiple agencies with widely differing forms of governance, revenue streams, service areas, and demographics. We even completed a police/fire safety Joint Powers Authority feasibility study for four agencies, the first-ever of its kind in California.

In addition, Citygate's Public Safety Principal, Chief Stewart Gary, was awarded the Helen Putnam Award of Excellent and Innovation by the League of California Cities for his successful consolidation of the Livermore and Pleasanton Fire Departments. More information regarding this prestigious honor for innovation can be found here: <http://www.helenputnam.org>.

When multiple agencies have much at stake, or a project is complex, only consultants with the most exceptional multi-agency experience will suffice. Within the past decade, Citygate has executed many of the largest fire and EMS studies we know of, including for the counties of Los Angeles, San Diego, Alameda, and El Dorado, the cities of San Diego, Oakland, Sacramento, Stockton, San Bernardino, San Jose, the Chino Valley Fire District, the Ventura County Fire Protection District, and the Sacramento Metropolitan Fire District. We were the vendor selected

July 8, 2020  
 Mr. Gabriel Gonzalez  
 Page 2

in a very short time frame by the County of Los Angeles Chief Executive Officer to conduct the Woolsey Fire Disaster After Action Report. We were also selected as the only firm to provide consulting services to the Orange County Fire Authority for service level reviews (audits) in each of its lines of business over a two-year period, including a field services deployment review that is nearly complete, culminating in an agency-wide Applied Strategic Plan.

We also understand the fact pattern in and around Kern County. Citygate has completed two fire services studies for the City of Bakersfield—a Standards of Coverage study and an assessment of planned fire station sites in growing areas of the City—and we have extensive fire services consulting experience in the adjacent counties of Kings, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, and San Bernardino.

Overall, Chief Gary and his team of subject matter specialists have performed over **400** fire service studies over the last 19 years; his deployment studies within California alone have served over **19 million** residents. That is **48 percent** of California’s population. As a result, Chief Gary’s project team is the most prolific in California, if not the Western U.S.

### **OUR TEAM OF SPECIALISTS**

Citygate is known as the “tough” problem team and we are frequently hired after the situation is so polarized that the stakeholders cannot risk an inexperienced consultancy team making the project worse. We typically are awarded the tough, “Gordian Knot” projects.

Citygate has an outstanding track record with our clients. When Citygate commits to a client, we commit to that client’s long-term success, far beyond the scope of the initial project. We strongly encourage the partner cities to contact our project references—they are *golden*. This experienced team will not present lofty ideas that have no practical chance of implementation or acceptance. What sets us apart is our ability to weave our experience with our clients’ facts and needs into recommendations that can positively move their fire services decisions ahead.

*“We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.”*

**-Former San Diego County CAO**

Citygate is an independent company and is not co-owned or under the control of any professional or standards-setting organization in fire services or government management. All Citygate’s principals and key consultants have had very successful careers first in local government, then consulting. We are not academics or professional standards organization members that are trying to communicate only one policy agenda determined by its members rather than meeting the needs of the partner cities.

July 8, 2020  
Mr. Gabriel Gonzalez  
Page 3

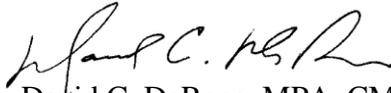
Citygate would be honored to be of service to the partner cities in these challenging times for public safety providers. Our proposed Work Plan and costs are designed to be incremental and only performed at the direction of the partner cities.

Citygate believes that, upon the partner cities' review of our proposal and unique qualifications, you will find that Citygate's team of multi-disciplinary consultants will exceed the partner cities' expectations!

\* \* \*

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at [dderoos@citygateassociates.com](mailto:dderoos@citygateassociates.com).

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Stewart Gary

**Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

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Attachment: Citygate Proposal - Kern County Contract Cities Fire Study Proposal (07-08-20) (Reimbursement Agreement with City of Shafter -

**Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

## SECTION 1—WORK PLAN AND METHODOLOGY

### 1.1 OVERVIEW OF WORK PLAN

Citygate’s Work Plan is presented in this section and details a fire services cost evaluation and service delivery study for the participating cities in Kern County (partner cities). Citygate understands that the partner cities require an analysis of the proposed County Fire Department charges, as well as recommendations for services to contain costs while providing essential services to residents and visitors.

*Chief Gary and his team of subject matter specialists have performed well over 400 fire service delivery studies; his deployment studies within California alone have served approximately 19 million residents.*

### 1.2 PROJECT APPROACH

Citygate’s project approach is consistent with our Project Team members’ experience in fire service administration. We utilize various National Fire Protection Association (NFPA) publications as best practice guidelines for career fire service deployment, the Insurance Services Office (ISO), and the self-assessment criteria of the Commission on Fire Accreditation International (CFAI). We do not use simple or one-size-fits-all measures.

We have extensive fiscal cost allocation experience both as agency executives and as consultants on multiple fire service merger, separation, and contract cost of service studies. There is no “textbook” on inter-agency cost sharing. There has to be experience brought to the analysis.

As former practicing professionals in fire service, finance, and city administration, the partner cities are in effect, getting the expertise of an external seasoned department head team, not the opinions of junior staff members or consultants who have spent little time on the front lines managing in local government.

A significant strength of the Citygate team is that we develop reports with specific recommendations, tailored to the local situation, that are implementable. Our reports identify specific areas that are working well, where improvements can be made, and what new resources, if any, would be needed to implement the recommendations.

## Partner Cities in Kern County

### Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

#### 1.3 WORK PLAN TASK SEQUENCE

Our Work Plan is comprised of five tasks and is detailed throughout this section. We intend to review our Work Plan and schedule with the partner cities prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

#### Task 1: Initiate the Project and Gather Data

##### Subtasks

- ◆ Obtain and review County/Department documentation; acquire background information.
  - We will develop and submit a list of all documents relevant to this project. The documents consist of, but are not limited to, prior fire services studies, Fire Department supporting data, staff reports, the Fire Department budget, and the operating plan for the partner cities. Once we receive the requested documentation, we will review it prior to conducting our interviews later in this task. We have found that reviewing this information prior to our interviews improves the effectiveness and value of the interviews we conduct because it results in more specific questions and more definitive information.
- ◆ Develop detailed Work Plan schedule for the project.
  - We will develop a detailed work schedule and final project schedule for the project. These tools will assist both the consultants and the partner cities' project coordinator to monitor the progress of the study.
- ◆ Conduct videoconference with the City Managers and, separately, the County staff representatives to initiate study.
  - A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. The members of our team will conduct a videoconference with the partner cities' representatives to correlate our understanding of the study's scope and ensure that our Work Plan and project schedule are mutually agreeable. In our experience, this early effort to clearly define expectations, roles, and lines of communication results in a better focus on substantive issues as the engagement progresses.

### Partner Cities in Kern County

#### Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

- ◆ Interview County, Department, and partner city leadership.
  - To enhance our understanding of the issues at stake, we will conduct videoconferences with County officials, the Fire Department leadership, and leadership of the partner cities.
- ◆ Provide monthly status reports.
  - Citygate will provide monthly written status reports, along with an invoice, that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.

### Meetings

There will be multiple videoconference calls during this task to kick-off the project, establish relationships, conduct stakeholder interviews, develop an understanding of the proposed cost sharing plan structure, and set information gathering into agreement and motion.

## Task 2: Assess the Proposed Cost Reallocation Structure

### Subtasks

- ◆ Assess the existing and proposed cost of services plans.
  - Review the existing cost plan, revenue projections, and shortfall needs.
  - Review the proposed cost allocation plan and other approaches that were considered and why the proposed plan was the single best fit.
  - Understand the services provided and any changes envisioned.
  - Evaluate alternative cost sharing methods and options for the partner cities to consider to contain costs while providing essential services to residents and visitors.

### Meetings

Interviews and meetings in this task may be necessary to fully understand the existing and proposed cost of services plans. To control costs and save time in scheduling, these meetings will be conducted via videoconference.

**Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

**Task 3: Conduct a Mid-Project Review**

**Subtasks**

- ◆ Conduct a mid-project review with the partner cities.
  - With most engagements we have found it beneficial, upon the completion of the initial review work, to conduct a mid-project review before writing a report. The purpose of this review is to allow the partner cities to review the conclusions and tentative recommendations from our analysis. This will also be an opportunity for the partner cities and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.
  - The Citygate team will brief the partner cities' leadership on-site regarding our working opinions using PowerPoint and fiscal exhibits, as necessary. If an on-site meeting is not possible with the partner cities, a videoconference can be conducted.

**Meetings**

There will be one on-site trip in this task to perform the mid-project review.

**Task 4: Prepare and Deliver the Draft Report**

**Subtasks**

- ◆ The Citygate team will prepare a comprehensive Draft Report which:
  - Summarizes the pros and cons of the proposed and alternative cost allocation methods.
  - Presents a review of how our approach and analyses were conducted.
  - Describes major findings.
  - Presents an explanation of options we identified.
- ◆ Upon completion of the Draft Report, an electronic version in Microsoft Word will be sent to the partner cities' project manager for comments using the "track changes" and "insert comments" tools in MS Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or

## *Partner Cities in Kern County*

### Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

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amplification. It is during this time that understandings beyond the written text can be communicated.

#### **Meetings**

We will schedule a video teleconference meeting with partner cities' leadership to discuss and fact-check the Draft Report, answer any questions, and agree on elements for the Final Report.

#### **Task 5: Prepare and Deliver the Final Report**

#### **Subtasks**

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Prepare Final Report and oral presentation as desired.

#### **Meetings**

There will be one on-site meeting to make an oral presentation of the Final Report to the audience of the partner cities' choosing. If an on-site presentation is not possible with the partner cities, a videoconference can be conducted.

#### **1.4 STUDY COMPONENTS WITH WHICH THE PARTNER CITIES MUST ASSIST**

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The partner cities have the capability to provide data needed to complete the scope of work required for this project. Therefore, Citygate anticipates the partner cities will assist with this project by:

- ◆ Using a document request questionnaire issued by Citygate, submitting existing agency documents describing their services, budgets, expenses, and performance measures, if any.
- ◆ Providing other data as requested by Citygate.

#### **1.5 PROJECT SCHEDULE**

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Citygate anticipates this project will span five months if we are engaged in July and the partner cities all provide the requested information within 30 days. Citygate is available to start the project immediately upon award of a contract. The following table displays a Work Plan timeline:

**Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

**Work Plan Timeline**

Task	Month 1	Month 2	Month 3	Month 4	Month 5
1: Initiate the Project and Gather Data	[Grey bar across all months]				
2: Assess the Proposed Cost Reallocation Structure		[Grey bar]			
3: Conduct a Mid-Project Review			[Green dot]		
4: Prepare and Deliver Draft Report				[Blue dot]	
5: Prepare and Deliver Final Report					[Green dot]

● Videoconference      ● On-site meeting / briefing session

Attachment: Citygate Proposal - Kern County Contract Cities Fire Study Proposal (07-08-20) (Reimbursement Agreement with City of Shafter -

*Partner Cities in Kern County*

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

## SECTION 2—PROJECT TEAM

### 2.1 CITYGATE'S PROJECT TEAM

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from Citygate's ability to handle, as necessary, six critical roles in cooperation with the partner cities: (1) champion; (2) stakeholder listener; (3) subject matter trainer/specialist; (4) meeting facilitator; (5) coach and content specialist; and (6) final strategist/advisor.

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on multiple fire service merger, separation, and contract cost of service studies by focusing on the inclusion of culture and communications with rigorous analytic methods. These elements build a business case which elected officials and agency employees can both understand.

The Citygate team has a multiple-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team have worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish agency objectives.

### 2.2 NECESSARY PROJECT TEAM SKILLS

Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Fire department deployment principles and practices
- ◆ Fire department staffing
- ◆ Fire services command and organizational structure
- ◆ Fire department performance measurement
- ◆ Operating and capital budgeting
- ◆ County management and cost of services analysis
- ◆ Land use planning
- ◆ Strategic, master, and business planning.

### 2.3 PROJECT TEAM / PROJECT ROLES

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have

## Partner Cities in Kern County

### Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* after their biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

#### **Chief Stewart Gary, MPA, Public Safety Principal and Project Director**



Chief Gary is the Public Safety Principal for Citygate Associates and is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For over fourteen years, he has been a lead instructor, program content developer and consultant for the Standards of Response Coverage process. For many years he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy, and he teaches and consults across the United States and Canada on the Standards of Response Coverage process. Over the last 19 years, he has performed well over 400 merger, contract for service, and deployment studies on departments ranging from Minneapolis, Minnesota to San Diego, California to Los Angeles County. He directed every project described in this proposal.

Significant to this fire services review effort, he successfully used planning, team building, culture development and process re-design tools to successfully design, lead and manage the award-winning Livermore-Pleasanton Fire Department Consolidation. Chief Gary also conducts team building and team coaching workshops for executive fire management teams.

*Chief Gary will lead the study, draft reports, and conduct the briefing presentations.*

#### **Andrew Green, MBA, Fiscal Specialist**



Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Since joining Citygate, Mr. Green has provided financial analysis for several agencies in southern, central, and northern California and the State of Washington. Mr. Green also has a Master of Business Administration degree with honors.

*Mr. Green will conduct the fiscal analysis portion of the study and co-conduct the briefing presentations.*

**Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

**Jane Chambers, MPA, ICMA-CM, Local Government Specialist**



Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chambers' 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban and suburban communities (Burbank, CA; Daly City, CA; San Bruno, CA; and Burnsville, MN). Ms. Chambers served as Ukiah, CA City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale, CA, and recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Deputy City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, agency staff, and community stakeholders identify and achieve desired goals in complex financial and operational environments, in completing analysis of policy and economic issues as well as operational and service delivery experience in parks and recreation, economic and community development, housing, human resources, public works, water, sewer, and solid waste *private services*. Ms. Chambers is an ICMA Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade, and earned a Master of Public Administration Degree from UCLA, and an undergraduate degree in Political Science from California State University, Northridge.

*Ms. Chambers will assist the team with the policy and multi-agency impacts of sharing fire services given her City Manager experience in these areas.*

**David DeRoos, MPA, CMC, Citygate President**



Mr. DeRoos has 30 years of experience as a consultant to local government, preceded by five years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

*Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate's and the client's quality standards.*

*Partner Cities in Kern County*

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

## SECTION 3—FIRM INFORMATION AND QUALIFICATIONS

### 3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate's Public Safety Services practice area conducts consolidation feasibility analyses, deployment and station location analyses, master and strategic plans, organizational efficiency studies, risk assessment studies, performance audits, staffing studies, and GIS for cities, counties, and districts throughout the United States.

Citygate has conducted well over 500 successful engagements for public agencies throughout the United States, including over 400 public safety services projects.

Citygate has completed many projects that are very similar to the work requested in this study. Citygate provides a description of our previous related fire services engagements in the following subsection. For more detailed information on Citygate's services, or a more detailed list of Citygate's fire services projects, please visit our website at [www.citygateassociates.com](http://www.citygateassociates.com).

### 3.2 SIMILAR COMPLETED ENGAGEMENTS

The following is a description of previous related fire services engagements. Following the description of our related studies, we provide a summary listing of other related completed fire services engagements, and finally, a list of references.

#### **Cities of Newark and Union City, CA – *Fire Services Alternatives Study***

Citygate completed a feasibility analysis of the services, costs, and key issues regarding contracting with Alameda County for fire services. The key issues assessed included the increasing expense of Other Post-Employment Benefits and a number of shared governance issues. This study assessed three different service delivery options.

#### **Cities of Hesperia, Adelanto, and Victorville and the Town of Apple Valley – *Public Safety Joint Powers Authority Feasibility Study***

Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, and Victorville and the Town of Apple Valley to determine the potential for a Public Safety Joint Powers Authority to manage fire and/or police services among the agencies.

#### **Cities of Brea and Fullerton, CA – *Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction***

Citygate performed a study to evaluate all feasible alternative opportunities for completing and enhancing the fire services consolidation already implemented in the Cities.

### **Partner Cities in Kern County**

Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

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#### **Cities of Manhattan Beach and Hermosa Beach – Operational Assessment of the Cooperative Fire Department Response Plan**

Citygate provided an incident response statistics assessment of the mutual response plan between the Manhattan Beach and Hermosa Beach Fire Departments to identify what service alternatives exist. This assessment also included a Standards of Coverage study.

#### **City of Pismo Beach, CA – Consolidation Feasibility Study**

Citygate conducted a high-level assessment of the feasibility of fire agency consolidation for these agencies: Pismo Beach, Arroyo Grande, Grover Beach, and the Oceano Community Services District. The partners desired an independent review of the fire department service relationships to determine if a functional or a full consolidation of one or more departments would provide cost stabilization while maintaining effective services. Options explored include a City-owned fire department, a contract with CAL FIRE, or full consolidation. The study included a strong volunteer fire service component. The study used geo-mapping tools to briefly review fire station service areas and conduct an assessment of expenses, and it included an examination of governance options.

#### **Cities of Redlands and Loma Linda, CA – Fire Department Consolidation Feasibility Analysis**

Citygate performed a fire department consolidation feasibility analysis for the cities of Redlands and Loma Linda, California. This study assisted the cities with determining if they should create a joint agency that would be a more efficient governmental organization that will provide improved services at controlled or lower costs. The study also focused on the possibilities to streamline the allocation of resources and equipment so that the most cost-effective apparatus, facility, training, prevention, and safety services could be provided.

#### **Southern Marin Fire Protection District and City of Sausalito, CA – Fire Consolidation Analysis**

Citygate performed a feasibility analysis to help the City of Sausalito and the Southern Marin Fire Protection District identify opportunities to expand and strengthen their services and other non-emergency functions between the two agencies.

At the end of the three phases of the analysis, the City chose to merge into the Fire District upon a successful Local Area Formation Commission and City vote process.

#### **Orange County Fire Authority, CA – Organizational Service Level Reviews**

As part of a Master Services Agreement, Citygate has currently been retained to provide five as-needed organizational service level assessments of operations for Orange County Fire Authority's major cost centers. Each service level assessment will evaluate, at a forensic, data-driven level, the operational performance of the cost center, not just compared to national and Citygate team best

### **Partner Cities in Kern County**

#### Proposal to Conduct a Contract Fire Services Review for the Participating Cities in Kern County

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practices but also to the needs of the Orange County Fire Authority, its employees, and its agency customers. To date, Citygate has been retained to provide five such assessments, including for the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.

#### **City of San Jose, CA – Fire Department Organizational Review**

Citygate conducted a large organizational review of the San Jose Fire Department. This review evaluated the delivery of Fire Department services, technological improvements as they relate to Department response time performance, and increases in Department efficiencies in operations. To accomplish this, Citygate conducted a detailed community risk assessment; a Standards of Coverage (SOC) review; an evaluation of the Department’s organizational climate and structure, including an online employee survey; an EMS Program review; a review of the Communications Center; and an assessment of fiscal impacts, phasing, and possible next steps of changes recommended by Citygate. The SOC review included an analysis of the impact of traffic congestion on response times.

#### **City of San Diego, CA – Standards of Coverage Update Analysis (With Traffic Congestion Analysis)**

Citygate performed a Standards of Coverage update analysis based on our 2010 study for the San Diego Fire-Rescue Department, including a comprehensive assessment of the Department’s deployment fact-pattern in light of changes over the prior six years.

#### **Santa Barbara County, CA – Operational Enhancements Update**

Citygate is currently performing an operational enhancements update for the County of Santa Barbara Fire Department. Citygate will use the Standards of Coverage multi-step process to determine if fire station locations and crew/apparatus staffing are meeting the unique needs of the Department’s service areas. This study is an update to the fire service deployment and departmental performance audit study Citygate performed for the Department in 2012.

#### **City of Glendale, AZ – Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments**

Citygate performed a comprehensive deployment and performance review for the Fire and Police Departments in Glendale, Arizona. This review included a Standards of Coverage and headquarters assessment for fire services, as well as a police services analysis and an advanced data overview for both Departments. Citygate also conducted a staffing analysis.

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**City of Pearland, TX** – Standards of Coverage and Staffing Utilization Study

Citygate performed a Standards of Coverage and staffing utilization study for the City of Pearland, Texas. The study was conducted to help determine how to best staff and equip the Department to meet its mission in light of rapid and anticipated continued growth. The City desired a performance review of the delivery of all Fire Department services, as well as recommendations to ensure service delivery meets best practices. The Final Report was received by the City Council with great support and positivity, as the Council unanimously voted in favor of implementing all of Citygate’s recommendations.

**Maui County, HI** – Performance and Fiscal Audit of the Department of Fire and Public Safety

Citygate performed a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii. This study was specifically designed to analyze the County’s budgeted resource capacity and the utilization and allocation of those resources, and it provided recommendations for resource utility to ensure the County has the right resources performing the right services to allow the County to effectively achieve its strategic objective of providing a safe community for its residents.

**Kings County, CA** – Standards of Coverage and Staffing Study

Citygate conducted a Standards of Coverage and staffing study, intended by the County as a foundation for future planning and resource allocation. Citygate reviewed current and projected growth, service delivery system alternatives, resources, deployment, operations, values at risk, and operational support systems.

**Yuba County, CA** – Shared Fire Services Analysis

Citygate assessed the feasibility for shared fire services amongst the fire agencies of the valley floor of Yuba County. This multiple-phase review assessed the possibility for operational and administrative consolidations, cooperative agreements, Joint Powers Authorities, contracts-for-service, or other viable options for consolidation.

**Solano County Local Agency Formation Commission, CA** – Fire Districts Deployment and Fiscal/Governance Options Analysis

Citygate performed a deployment analysis, with fiscal/governance options analysis, for the County of Solano Local Agency Formation Commission, which included the Cordelia Fire Protection District, the Vacaville Fire Protection District, the Suisun Fire Protection District, and the Montezuma Fire Protection District. The deployment analysis utilized the Standards of Coverage systems approach to fire department deployment as published by the Commission on Fire Accreditation International. The fiscal governance options analysis utilized the deployment analysis to review the cost and governance complexity of providing the services as independent

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agencies, which was then compared to a best-fit form of merger, contract, joint powers authority, or district reorganization.

**El Dorado Local Agency Formation Commission, CA – Countywide Fire and Emergency Services Study**

Citygate performed a fire and emergency services study to evaluate fire services Countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost-effective coverage. This study was undertaken because eight of the 14 agencies providing fire and emergency services to El Dorado County had insufficient revenue streams and had been relying on supplemental funding from the County; without these funds, some agencies would not be able to meet service demands. The study exceeded the Local Agency Formation Commission's and the stakeholders' expectations.

**San Diego County Office of Emergency Services, CA – Countywide Deployment Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)**

Citygate completed a project to implement a phased process designed to establish a blueprint for improving the County of San Diego's regional fire protection and emergency medical system. The study assessed levels of service, identified future needs, provided options for a regional governance structure, and developed cost-feasible proposals to improve the region's ability to respond to natural or manmade disaster, including wildfires, earthquakes, terrorism, and other multi-hazard events; bolster day-to-day operations for local agencies; and enhance the delivery of fire and emergency medical services in the County.

*"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."*

*Walter Ekard, Former Chief Administrative Officer  
San Diego County*

The study exceeded the County's expectations and was very well received by the elected officials and stakeholders in May 2010. The Board of Supervisors voted 5–0 to adopt Citygate's recommendations, and the County is now in the process of implementing the recommendations.

### **3.3 CITYGATE CLIENT SUMMARY**

Citygate here presents a list of consolidation projects, SOC/deployment studies, headquarters reviews and strategic plans, and general projects we have completed.

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**Consolidations and Contract-for-Service Analyses**

- ◆ City of Arcata, CA – Fire Services Feasibility Analysis
- ◆ Cities of Brea and Fullerton, CA – Feasibility Analysis for Providing Multi-City Fire Services under JPA Jurisdiction
- ◆ Cities of Burlingame, Millbrae, and San Bruno and Town of Hillsborough, CA – Fire Services Merger Technical Implementation
- ◆ City of Covina, CA – Contract-for-Service Analysis
- ◆ Cities of Eagan and Burnsville, MN – Fire Services Merger
- ◆ El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study
- ◆ City of Emeryville, CA – Assessment of Fire Service Provision Options
- ◆ City of Eureka and Humboldt No. 1 FPD, CA – Consolidation or Contract Fire Services Feasibility Analysis
- ◆ City of Greenfield and the Greenfield Fire Protection District, CA – Fire Services Reorganization Study
- ◆ Heartland Communications Facility Authority, CA – Second Phase Merger Feasibility Study
- ◆ City of Hermosa Beach, CA – Analysis of Contract for Fire Services Proposal
- ◆ Cities of Hesperia, Adelanto, and Victorville and Town of Apple Valley, CA – Public Safety JPA Feasibility Study
- ◆ Lawrence Livermore National Security (CA) – Fire Consulting Services
- ◆ City of Lodi, CA – Contract for Services Feasibility Analysis
- ◆ Cities of Manhattan Beach and Hermosa Beach, CA – Operational Assessment
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Newark and Union City, CA – Consolidation or ALCO Contract for Services Study
- ◆ Cities of Orange, Fullerton, and Anaheim, CA – Consolidation Feasibility Analysis
- ◆ Cities of Patterson and Newman, and West Stanislaus County FPD, CA – Joint Fire Protection Study
- ◆ City of Pinole, CA – Regional Fire Service Delivery Study
- ◆ Cities of Pismo Beach, Arroyo Grande, and Grover Beach and Oceano CSD, CA – High-Level Consolidation Feasibility Analysis
- ◆ Placer County, CA – Fire Service Consolidation Implementation Plan
- ◆ Presidio Trust and National Park Service (CA) – Fire Services Reorganization
- ◆ City of San Diego Fire-Rescue Department, CA – Ambulance Contract Analysis and System Re-Bid Design
- ◆ San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and Emergency Medical Services (57 Total Fire Agencies)
- ◆ City of San Luis Obispo, CA – Police/Fire Dispatch Merger Analysis
- ◆ Cities of San Mateo, Foster City, and Belmont, CA – JPA Workshop
- ◆ City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis
- ◆ City of Sausalito and Southern Marin FPD, CA – Fire Consolidation Implementation Analysis
- ◆ Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance
- ◆ Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan
- ◆ City of Sonoma and Valley of the Moon FPD, CA – Fire Services Reorganization Study
- ◆ City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis
- ◆ South Santa Clara County Area Fire Departments, CA – Reorganization Feasibility Study
- ◆ UC Davis and Cities of Davis, West Sacramento, and Woodland, CA – Consolidation Feasibility Analysis
- ◆ UC Santa Cruz and City of Santa Cruz, CA – Consolidation Feasibility Analysis
- ◆ City of Ukiah and Ukiah Valley Fire District, CA – Feasibility of Establishing a “District Overlay”
- ◆ City of Victorville, CA – Fire Services Options Review
- ◆ Yuba City, CA – Fire Services Organizational Review
- ◆ Yuba County Valley Floor Agencies, CA – Fire Services Merger Study

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***Fire Standards of Coverage / Deployment Studies***

- ◆ City of Alameda, CA
- ◆ Alameda County, CA
- ◆ Alameda County Fire Department, CA
- ◆ City of Bakersfield, CA
- ◆ City of Bloomington, MN
- ◆ City of Brentwood, CA
- ◆ City of Calexico, CA
- ◆ City of Carlsbad, CA
- ◆ Carpinteria-Summerland FPD, CA
- ◆ Central FPD of Santa Cruz County, CA
- ◆ Chino Valley Fire District, CA
- ◆ City of Cleveland, OH
- ◆ Coastside FPD, CA
- ◆ City of Costa Mesa, CA
- ◆ Cosumnes CSD, CA
- ◆ City of Eagan, MN
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ City of Emeryville, CA
- ◆ City of Enid, OK
- ◆ City of Eureka, CA
- ◆ City of Fairfield, CA
- ◆ City of Folsom, CA
- ◆ City of Fremont, CA
- ◆ City of Georgetown, TX
- ◆ City of Huntington Beach, CA
- ◆ Kings County, CA
- ◆ Lakeside FPD, CA
- ◆ Los Angeles County EMS, CA
- ◆ City of Manhattan Beach, CA
- ◆ Marin County, CA
- ◆ Menlo Park FPD, CA
- ◆ City of Merced, CA
- ◆ City of Milpitas, CA
- ◆ City of Minneapolis, MN
- ◆ Missouri City, TX
- ◆ Montecito FPD, CA
- ◆ City of Monterey Park, CA
- ◆ City of Morgan Hill and Partners, CA
- ◆ City of Mountain View, CA
- ◆ National City, CA
- ◆ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ City of Oakland, CA
- ◆ City of Ogden, UT
- ◆ City of Orange, CA
- ◆ Orange County Fire Authority, CA
- ◆ City of Orem, UT
- ◆ City of Palm Springs, CA
- ◆ City of Pasadena, CA
- ◆ City of Pearland, TX
- ◆ City of Redlands, CA
- ◆ City of Roseville, CA
- ◆ Ross Valley Fire Department, CA
- ◆ City of Sacramento, CA
- ◆ Sacramento Metropolitan Fire District, CA
- ◆ City of San Bernardino, CA
- ◆ City of San Diego, CA
- ◆ City of San Jose, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of San Marcos, CA
- ◆ City of San Mateo, CA
- ◆ San Mateo County, CA
- ◆ San Ramon Valley FPD, CA
- ◆ Santa Barbara County, CA
- ◆ City of Santa Clara, CA
- ◆ Santa Clara County, CA
- ◆ City of Santa Monica, CA
- ◆ City of Seaside, CA
- ◆ Snohomish County Fire District 1, WA
- ◆ Solano County Local Agency Formation Commission, CA
- ◆ South County Fire Authority, CA
- ◆ Southern Marin FPD, CA
- ◆ South Placer FPD, CA
- ◆ City of South San Francisco, CA
- ◆ South San Mateo County, CA
- ◆ South Santa Clara FPD, CA
- ◆ Stanislaus Consolidated FPD, CA
- ◆ City of Stockton, CA
- ◆ Suisun City, CA
- ◆ City of Sunnyvale, CA
- ◆ City of Tacoma, WA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Valley Center FPD, CA
- ◆ City of Vancouver, WA
- ◆ Ventura County FPD, CA
- ◆ City of Victorville, CA
- ◆ City of Vista, CA
- ◆ City of Woodland, CA
- ◆ Yuba City, CA

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***Headquarters Reviews and Strategic Plans***

- ◆ City of Anacortes, WA
- ◆ City of Andover, KS
- ◆ Aptos/La Selva FPD, CA
- ◆ City of Atwater, CA
- ◆ City of Belmont, CA
- ◆ City of Beverly Hills, CA
- ◆ Butte County, CA
- ◆ City of Carlsbad, CA
- ◆ Clark County FPD No. 6, WA
- ◆ City of Corona, CA
- ◆ Cosumnes CSD, CA
- ◆ City of Dixon, CA
- ◆ City of DuPont, WA
- ◆ East Contra Costa County FPD, CA
- ◆ El Dorado Hills Fire District, CA
- ◆ Fresno County, CA
- ◆ Groveland Community Services District, CA
- ◆ Lakeside FPD, CA
- ◆ Los Angeles Area Fire Chiefs Association, CA
- ◆ Los Angeles County, CA
- ◆ Madera County, CA
- ◆ City of Mont Belvieu, TX
- ◆ Monterey County, CA
- ◆ Mountain House CSD, CA
- ◆ City of Mukilteo, WA
- ◆ City of Napa, CA
- ◆ Napa County, CA
- ◆ City of Newark, CA
- ◆ City of Oakdale / Oakdale Rural FPD, CA
- ◆ City of Oceanside, CA
- ◆ City of Orange, CA
- ◆ City of Peoria, AZ
- ◆ Presidio Trust, CA
- ◆ Port of Long Beach, CA
- ◆ Port of Los Angeles, CA
- ◆ Rock Creek Rural FPD, ID
- ◆ Salida FPD, CA
- ◆ Salton CSD, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of Santa Monica, CA
- ◆ City of Soledad, CA
- ◆ City of Surprise, AZ
- ◆ Travis County ESD #6, TX
- ◆ Town of Windsor, CA
- ◆ University of California, Davis
- ◆ University of California, Merced
- ◆ City of Yucaipa, CA

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**General Studies**

- ◆ Alameda County Health Care Services Agency (CA) – EMS System Consultation Services
- ◆ Alameda County, CA – Union City Fire Station Closure Analysis
- ◆ Alameda County, CA – Incident Management Teams
- ◆ City of Albany, NY – Management Audit
- ◆ City of Alpine Springs, CA – Services Cost Sharing
- ◆ City of Atascadero, CA – Project Impact and Mitigation Assessment
- ◆ Bay Area UASI (CA) – Incident Management Training
- ◆ Cities of Brea and Fullerton, CA – Fire Resource and Ambulance Plan
- ◆ City of Brentwood, CA – Service Costs and Options
- ◆ City of Calistoga, CA – Fire Safety Review
- ◆ Chabot-Las Positas Community College District, CA – Fire Services and EMS Training Facility Review
- ◆ City of Chula Vista, CA – Analysis of Overtime Use; Fiscal and Operational Policy Assistance for ALS Plan
- ◆ City of Cloverdale, CA – Impact Fees
- ◆ Contra Costa County, CA – Financial Review
- ◆ City of Copperopolis, CA – Fire Prevention
- ◆ City of Corona, CA – Fire Prevention
- ◆ City of Costa Mesa, CA – Potential Fire Station #6 Closure Impact Evaluation
- ◆ City of Davis, CA – Operations / Management
- ◆ Donnelly Rural Fire Protection District, ID – Mitigation
- ◆ East Contra Costa Fire Protection District, CA – Mapping Analysis
- ◆ City of El Dorado Hills, CA – Peer Review
- ◆ City of Encinitas, CA – Fire Station Review
- ◆ EMSA – Training Program Development
- ◆ City of Fairfield, CA – Review of the Fire Station Needs for the Fairfield Train Station Specific Plan
- ◆ Orange County Fire Authority – Service Level Assessment of the Executive Leadership Team and Human Resources Functions
- ◆ Orange County Fire Authority – Service Level Assessment of the Fleet Services Division
- ◆ City of Paso Robles, CA – Fire Services Review and City Council Workshop
- ◆ City of Patterson, CA – Advance Planning
- ◆ PG&E – Mitigation
- ◆ City of Piedmont, CA – Emergency Operations Center Training
- ◆ Placer County, CA – Fire Services and Revenue Assessment
- ◆ PlumpJack Squaw Valley Inn, CA – Emergency Preparedness and Evacuation Plan Review
- ◆ City of Portland, OR – Public Information Officer Training
- ◆ Port of Long Beach, CA – Mitigation
- ◆ Port of Long Beach, CA – Update of Port Multi-Hazard Firefighting Study
- ◆ Port of Los Angeles, CA – Performance Audit
- ◆ Port of Oakland/City of Oakland – Domain Awareness Center Staffing Plan Development
- ◆ City of Poway, CA – Overtime Audit
- ◆ Rancho Cucamonga Fire District, CA – Fire Services Feasibility Review
- ◆ Rancho Santa Fe Fire Protection District, CA – EMS Operational and Fiscal Feasibility Review
- ◆ City of Roseville, CA – EMS Transport
- ◆ City of Sacramento, CA – Fire Prevention Best Practices
- ◆ Sacramento Metropolitan Airport, CA – Aircraft Rescue and Firefighting Study
- ◆ Sacramento Regional Fire/EMS Communications Center, CA – EMS Data Assessment

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- ◆ City of Fremont, CA – Response Statistics; Comprehensive Multi-Discipline Type 3 IMT Training Program
- ◆ City of Glendale, AZ – Public Safety Audit
- ◆ City of Goodyear, AZ – Fire Department Management Audit
- ◆ Hamilton City Fire Protection District, CA – Preliminary Diagnostic Assessment
- ◆ City of Hemet, CA – Costing and Peer Review for Fire Service Alternatives
- ◆ City of Hermosa Beach, CA – Analysis of Los Angeles County Fire District’s Contract for Fire Services Proposals
- ◆ City of Hesperia, CA – Cost Estimate for Hesperia-Provided Fire Services
- ◆ Kelseyville Fire Protection District, CA – Executive Search
- ◆ Kings County, CA – High-Speed Rail Project Impact Analysis
- ◆ Kitsap Public Health District, WA – Emergency Response Plan Review Services
- ◆ City of Loma Linda, CA – Cost of Services
- ◆ Los Angeles County, CA – After-Action Review of Woolsey Fire Incident
- ◆ Los Angeles County, CA – Fire Services Impact Review
- ◆ Madera County, CA – Fire Station Siting Analysis
- ◆ City of Manhattan Beach – Evaluation of Site Options for Fire Station 2
- ◆ Maui County, HI – Fire Audit
- ◆ Menlo Park Fire Protection District – Site Assessments for Fire Stations 3, 4, and 5
- ◆ City of Millbrae, CA – Fire and Police Service Impacts for Millbrae Station Area Plan
- ◆ City of Mill Valley, CA – Fire and Emergency Medical Services Study
- ◆ City of Milpitas, CA – Fire Services Planning Assistance
- ◆ Monterey County, CA – EMS Agency Ambulance Systems Issues Review and Analysis
- ◆ Monterey County, CA – EMS Communications Plan
- ◆ City of Salinas, CA – Comprehensive Fiscal Feasibility Analysis and Facilitation of the Development of a JPA Governance Agreement
- ◆ Salton CSD, CA – Fire Services Impacts Review
- ◆ City of San Bernardino, CA – Evaluation of City Fire Service Proposals
- ◆ City of San Diego Fire-Rescue Department, CA – Emergency Command and Data Center Staffing Study
- ◆ City of San Diego Fire-Rescue Department, CA – Fire Communications Center and Lifeguard Dispatch Review
- ◆ City and County of San Francisco, CA – Incident Management Training
- ◆ City of San Jose, CA – Fire Department Organizational Review
- ◆ San Mateo County, CA – Countywide Fire Service Deployment Measurement System
- ◆ City of Santa Barbara, CA (Airport) – Aircraft Rescue and Firefighting Study
- ◆ Santa Clara County, CA – Incident Management Training
- ◆ Santa Cruz County, CA – Incident Management Training
- ◆ Town of Scotia Company, LLC – Board Training Workshop
- ◆ Snohomish County Fire District 1, WA – Peak Hour Ambulance Use Study
- ◆ Sonoma LAFCO, CA – Municipal Services Review
- ◆ Southern Marin Emergency Medical Paramedic Services, CA – EMS Resources Deployment Analysis
- ◆ South Monterey County Fire Protection District, CA – Needs Assessment
- ◆ City of South San Francisco, CA – Provision of Station Deployment Coverage GIS Maps
- ◆ Squaw Valley Resort, CA – Assessment of Project Impacts
- ◆ Stanford University, CA – Fire Services System Review Consulting Services

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- ◆ Monterey County, CA – Office of Emergency Services Tabletop Exercise for Elkhorn Slough
- ◆ City of Napa, CA – Mitigation
- ◆ Newark-Union City, CA – Fire Services Alternatives
- ◆ City of North Lake Tahoe, CA – Management Team Workshop
- ◆ Northstar Resort, CA – Fire Impacts and Growth Review
- ◆ Orange County Fire Authority – Service Level Assessment of the Emergency Command Center
- ◆ Orange County Fire Authority – Service Level Assessment of the Emergency Medical Services Department
- ◆ Tracy Rural Fire Protection District, CA – Fire Analysis
- ◆ City of West Sacramento, CA – Impact Fees Study
- ◆ Wheatland Fire Authority, CA – Operational Feasibility Review
- ◆ City of Woodland, CA – Fire Station Location Peer Review
- ◆ Yolo LAFCO, CA – Combined MSR/SOI Study
- ◆ City of Yorba Linda, CA – Emergency Operations Center Training
- ◆ Yuba County, CA – Comprehensive Services Delivery and Staffing Review

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### **3.4 CLIENT REFERENCES**

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Citygate here provides a list of references for related engagements. We strongly encourage the partner cities to contact these references to see why agencies continue to call on Citygate for their fire and emergency services consulting needs.

**City of San Diego, CA**

*Project: Standards of Coverage Update  
Analysis & Ambulance Contract Analysis and  
System Re-Bid Design*

Brian Fennessy, Former SDFD Fire Chief,  
Current OCFA Fire Chief  
1 Fire Authority Rd., Irvine, CA 92602  
[brianfennessy@ocfa.org](mailto:brianfennessy@ocfa.org)  
(714) 559-2700

**City of Glendale, AZ**

*Project: Comprehensive Public Safety  
Deployment and Performance Review of the  
Police and Fire Departments*

Terry Garrison, Fire Chief  
6829 N. 58th Drive, Glendale, AZ 85301  
[tgarrison@glendaleaz.com](mailto:tgarrison@glendaleaz.com)  
(480) 848 2499

**City of San Jose, CA**

*Project: Fire Department Standards of  
Coverage and Organizational Review*

Curtis Jacobson, Fire Chief  
3300 Capitol Ave., Fremont, CA 94538  
[cjacobson@fremont.gov](mailto:cjacobson@fremont.gov)  
(510) 494-4200

**Orange County Fire Authority, CA**

*Project: Organizational Service Level Reviews,  
Including Deployment and EMS*

Brian Fennessy, OCFA Fire Chief  
1 Fire Authority Rd., Irvine, CA 92602  
[brianfennessy@ocfa.org](mailto:brianfennessy@ocfa.org)  
(714) 559-2700

**City of Pearland, TX**

*Project: Standards of Coverage and Staffing  
Utilization Study*

Vance Riley, Fire Chief  
2703 Veterans Drive, Pearland, TX 77584  
[vriley@pearlandtx.gov](mailto:vriley@pearlandtx.gov)  
(281) 997-5852

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## SECTION 4—PROJECT COST

### 4.1 PROPOSAL COSTS

Our charges are based on *actual time* spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, outlined in the following table. Our proposed Work Plan and costs are designed to be incremental and only performed at the direction of the partner cities.

	<b>Task</b>	<b>Consulting Fees of Project Team</b>	<b>Administration (5% of Hourly Fees)</b>	<b>Reimbursable Expenses</b>	<b>Total Project Amount</b>
1	Initiate the Project and Gather Data	\$7,860	\$393	\$0	\$8,253
2	Assess the Proposed Cost Reallocation Structure	\$12,985	\$649	\$0	\$13,634
	<b>Subtotal for Tasks 1–2</b>				<b>\$21,887</b>
3	Conduct a Mid-Project Briefing	\$8,015	\$401	\$1,423	\$9,839
	<b>Subtotal for Tasks 1–3</b>				<b>\$31,726</b>
4	Prepare and Deliver the Draft Report	\$14,655	\$733	\$0	\$15,388
	<b>Subtotal for Tasks 1–4</b>				<b>\$47,114</b>
5	Prepare and Deliver the Final Report	\$9,160	\$458	\$850	\$10,468
	<b>Total Project Cost for All Tasks</b>	<b>\$52,675</b>	<b>\$2,634</b>	<b>\$2,273</b>	<b>\$57,582</b>

This cost proposal reflects our best effort to be responsive to the partner cities’ needs for this project at a reasonable cost. If our proposed scope of work and/or costs are not in alignment with the partner cities’ needs or expectations, we are open to discussing modification of our proposed scope of work and associated costs.

The price quoted is effective for 90 days from the date of receipt of this proposal and includes one (1) draft review cycle as described in Task 4 of our Work Plan to be completed by Citygate and the partner cities within 30 calendar days. Additional Draft Report cycles or processing delays requested by the partner cities would be billed in addition to the contracted amount at our time and materials rates. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

If the partner cities decide to delay our final presentation in Task 5 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes

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the billing to exceed the contracted amount, the partner cities will be billed for the additional hours above the contracted amount.

#### 4.1.1 Hourly Rates

Classification	Rate	Consultant
Citygate President	\$250 per hour	David DeRoos
Public Safety Principal	\$250 per hour	Stewart Gary
Fiscal Specialist	\$195 per hour	Andrew Green
Local Government Specialist	\$195 per hour	Jane Chambers
Report Project Administrator	\$135 per hour	Various
Administrative Support	\$ 95 per hour	Various

#### 4.1.2 Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

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# APPENDIX A

# CODE OF ETHICS



## CODE OF ETHICS

### **CLIENTS**

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

### **ENGAGEMENTS**

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

### **FEES**

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

### **PROFESSION**

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

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# APPENDIX B

## CITYGATE PROJECT TEAM RESUMES



**CITYGATE ASSOCIATES, LLC****STEWART GARY, MPA**

Mr. Gary was, until his retirement, the Fire Chief of the Livermore-Pleasanton Fire Department. Now in his 48th year in the Fire Service, Mr. Gary began as a volunteer and worked his way up through the ranks, including his service as a Paramedic for five years.

Mr. Gary started his career with the City of Poway in San Diego County, attaining the rank of Battalion Chief / Fire Marshal. He subsequently served as the Administrative Battalion Chief for the Carlsbad Fire Department in San Diego County. He was appointed Fire Chief for the City of Livermore, California in January 1994, and two years later, he successfully facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department from which he retired as Chief. This successful consolidation was awarded the esteemed Helen Putnam Award for Excellence by the California League of Cities in 1999.

Mr. Gary has both a bachelor's and master's degree in Public Administration from San Diego State University. He holds an associate degree in fire science from Miramar Community College in San Diego and a certificate in fire protection administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department; and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing fire protection policy on the local, state, and national levels. He has served as a board member representing cities on the California Office of Emergency Services-FIRESCOPE Board and served two terms as the fire chief representative on the California League of Cities Board of Directors. Mr. Gary served on the Livermore School District Board and served as an elected official on the City of Livermore City Council.

**Memberships Held Include:**

- ◆ International Association of Fire Chiefs, Fairfax, VA
- ◆ California Fire Chiefs Association, Rio Linda, CA
- ◆ National Fire Protection Association, Quincy, MA

**Current Consulting Experience Includes:**

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed, or directed over 400 consulting projects. Some of the highlights and recent projects include:

- ◆ Served as Public Safety Principal and Project Director for a consolidation, merger or contract for services feasibility analysis for the City of Anaheim and its partners in the study. Citygate identified opportunities to expand and/or to strengthen the delivery of Fire, EMS, and other services of the City of Anaheim Fire Department, City of Fullerton Fire Department, and Orange City Fire Department.
- ◆ Served as Public Safety Principal and Project Director for a shared fire services analysis for the Fire Agencies on the Valley Floor of Yuba County.

- ◆ Served as Public Safety Principal to conduct a Yolo County Fire Protection Districts combined MSR/SOI study for the Yolo Local Agency Formation Commission.
- ◆ Currently serving as Public Safety Principal for an independent review of Stanford University's contract with the City of Palo Alto to provide fire protection services to the University. This project has spanned numerous phases.
- ◆ Served as Project Manager, Public Safety Principal, and Merger Specialist for the City of Rancho Cucamonga Police Services and JPA Feasibility Analysis.
- ◆ Served as Public Safety Principal to evaluate City fire service proposals for the City of San Bernardino, CA.
- ◆ Served as Project Manager for a feasibility analysis of merging the cities of Newark's and Union City's fire services to gain economies of scale and improved services in these challenging economic times. Additionally, Citygate explored other fire service delivery options and worked with the study partners and Alameda County Fire Department (ALCO) to evaluate the possibility of ALCO providing contract fire services to one or both cities.
- ◆ Served as Public Safety Principal to conduct a Standards of Coverage and Staffing Study for the County of Kings.
- ◆ Served as Public Safety Principal and Project Director for a project to provide a feasibility study for a public safety Joint Powers Authority for the cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- ◆ Served as Public Safety Principal for Citygate's police department consolidation feasibility assessment for the cities of Burlingame and San Mateo, CA.
- ◆ Served as Public Safety Principal for a fire services merger technical implementation for the cities of Millbrae, Burlingame, San Bruno, and Town of Hillsborough to gain greater economies of scale, avoid fiscal, governance and operational duplication and where needed, improve services.
- ◆ Served as Public Safety Principal to conduct an emergency service consolidation/merger support study for the University of California, Davis and the cities of Davis, West Sacramento, and Woodland.
- ◆ Served as Public Safety Principal and Project Manager to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- ◆ Currently serving as Public Safety Principal and Lead Project Director to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County that addresses all of the recommendations from Citygate's After Action Review of the Woolsey Fire.
- ◆ As part of a Master Services Agreement, is currently serving as Public Safety Principal / OCFA Project Manager for five organizational service level assessments for the Orange County Fire Authority, including assessments of the Emergency Command Center, the Executive Leadership Team and Human

Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.

- ◆ Served as Public Safety Principal and Project Director for a Standards of Coverage update for the San Diego Fire-Rescue Department.
- ◆ Currently serving as Public Safety Principal and Project Director for an operational enhancements study for the County of Santa Barbara Fire Department, an update to the fire service deployment and departmental performance audit study Citygate previously performed for the Department.

**Other Relevant Non-Citygate Experience Includes:**

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Coverage (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2005 and into 2006, Mr. Gary coached and assisted the Clark County Fire Department with the initial draft of their rural SOC documents. He advised County GIS on how to prepare the necessary mapping and response statistics analysis. He then coached the project manager on collecting risk assessment information on each rural area, which he then wove into an integrated draft set of risk statements and proposed response policies for each rural area.
- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Coverage tools, was well received by the Department and City Council, which accepted the new strategic plan on a 9–0 vote.
- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless 10-company department for which he served as Chief. The LPPFD represents one of the few successful city-to-city fire mergers in California. The LPPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided from eight stations and a training facility, and two additional stations were under construction.
- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the Standards of Coverage system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ In 1994, Mr. Gary effectively led the Fire Department’s adding of paramedic firefighters on all engines to increase service. Previously the Alameda County regional system was under-serving Livermore, and the local hospital emergency room was closing. Residents and the City Council approved a local EMS supplemental property tax assessment (successfully re-voted after Proposition 218) to help pay for this increased service. In 1995, Mr. Gary assisted the City Council and the firefighters union in reaching a new understanding on staffing,

and a fifth Fire Company was added to better serve the northwest area of Livermore.

- ◆ During his tenure in Carlsbad, he successfully master-planned and opened two additional fire stations and developed the necessary agreements between the development community and the City Council.
- ◆ Mr. Gary has developed fire apparatus replacement plans; procured fire apparatus; supervised the development of community disaster preparedness and public education programs; facilitated permit streamlining programs in the Fire Prevention and Building Departments; improved diversity in the Livermore fire department by hiring the first three female firefighters in the City; supervised the Livermore City Building Department, including plan check and inspection services for two years; and master-planned future growth in the north Livermore area for an additional 30,000 people in a “new town” area.
- ◆ Mr. Gary facilitated a successful regional dispatch consolidation between Poway and the City of San Diego Fire Department. He developed and implemented fire department computer records systems for Carlsbad and Livermore.
- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for Fire Chiefs, the California League of Cities, and the Fortune 100. He has authored articles on technology and deployment for national fire service publications.
- ◆ Mr. Gary is experienced as an educator in teaching firefighting, paramedicine, and citizen CPR programs. As a community college instructor, he taught management and fire prevention. He has been an instructor for State Fire Training and the San Diego Paramedic program.

#### **Instructor and Lecturer:**

- ◆ Instructor and lecturer on fire service deployment for the Commission on Fire Accreditation Standards of Coverage methodology. Over the last five years, Mr. Gary has presented one-day workshops across the US and Canada to fire chiefs. Presentations have included:
  - The International Association of Fire Chiefs Convention
  - US Navy Fire Chiefs in Norfolk, Virginia
  - US Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado
  - Seattle-area Fire Chiefs
  - Vancouver British Columbia Fire Chiefs Association
  - The Michigan/Indiana Fire Chiefs Association School at Notre Dame University
  - The California Fire Training Officers annual workshop

- ◆ Developed and taught the 40-hour course in fire deployment methods for the California Fire Academy for seven years. Over 250 fire officers have been trained in this course.

**Presentations:**

- ◆ “Mapping the Future of Fire.” First ever fire service technology conference, October 2000, Dallas, Texas. Outlined fire service needs, especially for GIS mapping and mobile data technologies in the fire service.

**Publications:**

- ◆ Edited, partially wrote, and co-developed the second, third, and fourth editions of the *Commission on Fire Accreditation Standards of Response Cover Manual*.
- ◆ Fire Chief Magazine article. February 2001, “System of Cover.” Using the Accreditation Commission’s Standards of Response Cover systems approach for deployment.
- ◆ Fire Chief Magazine article. December 2000, “Data to Go.” Designing and implementing wireless data technologies for the fire service.

**CITYGATE ASSOCIATES, LLC****ANDREW GREEN, MBA**

Mr. Green has over 35 years of experience in all aspects of municipal finance, including as a professional manager. He has had primary responsibility for the development and monitoring of citywide budgets for four municipalities, with total budgets ranging from \$70 million to \$680 million. He developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus. Since joining Citygate, Mr. Green has provided financial analysis for several agencies in southern, central, and northern California and the State of Washington. Mr. Green also has a Master of Business Administration degree with honors.

**Related Experience Includes**

- ◆ Currently serving as Fiscal Specialist for an operations assessment for the Police and Fire Departments in the City of Orem, Utah, part of which will include a fire department Standards of Coverage assessment and a police field operations review.
- ◆ Currently serving as Fiscal Specialist for a feasibility assessment of establishing a Police services Joint Powers Authority for up to seven cities in Riverside County, California, which include Lake Elsinore, Canyon Lake, Jurupa Valley, Moreno Valley, San Jacinto, Temecula, and Wildomar.
- ◆ Served as Fiscal Specialist for a performance and fiscal audit of the Department of Fire and Public Safety in Maui, Hawaii, specifically designed to analyze the County's current budgeted resource capacity and the utilization and allocation of those resources.
- ◆ Served as Local Government Finance Specialist for an organizational review and budget stabilization assessment for the City of Angels, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- ◆ Currently serving as Fiscal Specialist and Lead Consultant to develop an action plan for the City of Angels, California to provide financial strategies in response to the current COVID-19 pandemic.
- ◆ Served as Local Government Finance Specialist for a high-level observational organizational and financial review for the City of San Juan Bautista, California.
- ◆ Served as Financial Analyst for an organizational review of the Finance Department for the City of South Pasadena, California, including reviewing the Department's operational functions and workflow processes.
- ◆ Served as Fiscal Specialist for a staffing analysis and optimization plan for the City of West Hollywood, California.
- ◆ Served as Project Manager to provide technical consulting support for the County's efforts to prepare a request for proposals for the contract period for a vendor(s) to provide animal services for San Mateo County, California, and its member cities.

- ◆ Served as Local Government Finance Specialist to evaluate the performance of the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals in San Mateo County, California, to examine contractual compliance, as well as whether the necessary animal shelter operational elements exist to increase performance and transparency.
- ◆ Served as Project Manager and Local Government Finance Specialist to provide an operational review of the Animal Care Services Division for the City of Sacramento, California, including a workload and staffing analysis.
- ◆ Serving as Fiscal Specialist for a review of the Resource Management Agency of Monterey County, California. The objective of the study is to review current conditions, analyze opportunities for organizational changes and process improvements that can further enhance customer service, evaluate future service demands, and develop a Strategic Action Plan with a prioritized implementation schedule.
- ◆ Served as Financial Analyst for a high-level field operations and sheltering practices cost analysis for the Contra Costa County Animal Services Department.
- ◆ Completed the Comprehensive Annual Financial Report on time and with clean audit opinions for four municipalities during more than 30 years of being primarily responsible for developing and monitoring the citywide budgets, with total budgets ranging from \$70 million to \$680 million.
- ◆ Developed and fine-tuned long-range financial plans for multiple municipalities, including playing a lead role in taking the City of Pasadena from a \$10 million General Fund operating deficit to a \$5 million General Fund operating surplus.
- ◆ Served as financing team lead for numerous multi-million debt issuances, including the \$282 million ReTRAC, a \$108 million event center, and \$35 million in Cabela's projects in Reno, Nevada; and the \$156 million Rose Bowl renovation in Pasadena, California.
- ◆ Appointed to the Employee Relations Committee by the League of California Cities' Fiscal Officers Department and voted in as the second Vice President of the League's Executive Committee. (Change of employment prevented serving in this role).
- ◆ Served as Chief Negotiator for the Cities of Rialto, California, and Reno, Nevada for various police and fire labor units, achieving successful multi-year agreements in both Cities.
- ◆ Developed a strategic action plan to improve the motor pool operation of the City of Rialto.
- ◆ Developed a review, monitoring, and evaluation process for the worker's compensation program for the City of Rialto, which resulted in a 15 percent savings in costs.
- ◆ Served in the lead role in four different, successful financial system conversions.

- ◆ Appointed by the League of Nevada Cities to be a member of the Committee on Local Government Finance, which monitors and makes recommendations on Statewide operations of local governments.
- ◆ Served as a board member and executive committee member of risk-sharing pool for the City of Rialto's liability function.
- ◆ Developed and implemented a cross-functional work-team concept in the finance departments of the Cities of Rialto and Reno, which improved operational efficiency and effectiveness, as well as department morale.
- ◆ Successfully motivated and directed staff to implement the various internal audit recommendations given to the finance departments for the Cities of Reno and Pasadena.
- ◆ Significantly increased the level of professionalism and education among the senior management staff of the finance departments of the Cities of Reno and Pasadena.
- ◆ Developed the first vision statements for the finance departments for the Cities of Reno and Pasadena to maintain departmental focus on achieving the citywide vision.
- ◆ Developed and implemented annual senior management staff retreats to ensure that department senior managers remain focused on the department and the Citywide vision.

### **Employment**

<i>Director of Finance, City of Pasadena, CA</i>	2009–2015
<i>Finance Director, City of Reno, NV</i>	2001–2009
<i>Director of Finance / Director of Administrative Services, City of Rialto, CA</i>	1992–2001
<i>Director of Finance, City of San Bernardino, CA</i>	1986–1992
<i>Assistant Director of Finance, City of San Bernardino, CA</i>	1985–1986
<i>Internal Auditor / Budget Officer, City of San Bernardino, CA</i>	1984–1985

### **Honors and Awards**

- ◆ Pasadena NAACP Government Sector Honoree
- ◆ San Bernardino Management Association Manager of the Year
- ◆ San Bernardino NAACP Pioneer Award
- ◆ Government Finance Officer Association Certificate of Achievement in Outstanding Financial Reporting: eight years in Reno, nine years in Rialto, and six years in Pasadena
- ◆ Government Finance Officer Association Distinguished Budgeting Award: eight years in Reno and six years in Pasadena
- ◆ Fontana Branch Derby Club Outstanding Achievement Award

**CITYGATE ASSOCIATES, LLC****JANE CHAMBERS, MPA**

Ms. Chambers is a Senior Associate with Citygate Associates. Ms. Chamber's 25 years in local government includes executive leadership as a City Manager, Assistant City Manager, Public Works Director, and Human Resources Director in full-service urban and suburban communities, including the California Cities of Burbank, Daly City, San Bruno, Sunnyvale, Chico, and Ukiah and the Minnesota Cities of Burnsville and Brooklyn Center. Her current and recent Citygate projects include community development reviews for Goleta, California; Healdsburg, California; and Salt Lake City, Utah, as well as a line department operational and financial review for Contra Costa County and San Mateo County and citywide reviews for West Hollywood, San Juan Bautista, and Angels Camp, California.

Ms. Chambers began her local government career with the City of Burbank, where she worked directly with Public Works Engineers, the finance team, and streets, fleet, and corporation yard personnel. In addition, she served a two-year term as Interim Public Works Director for the City of San Bruno, where she was responsible for ensuring that previously delayed capital improvement projects totaling \$22 million were completed on time and on budget. These projects included a variety of streets, sidewalks, water, wastewater, and facilities.

Ms. Chambers served as Ukiah City Manager for seven years, retiring in June 2015, and then served as Interim Assistant City Manager for the City of Sunnyvale. She recently again provided interim support to the City Manager's office in Sunnyvale during its permanent Assistant City Manager search process. Throughout her career, Ms. Chambers successfully implemented strategic realignment of service delivery systems, including financial resources, to achieve improved and sustainable programs for citizens.

Ms. Chambers has expertise assisting elected officials, city staff, and community stakeholders in identifying and achieving desired goals in complex financial and operational environments, as well as operational and service delivery experience in economic and community development, housing, human resources, parks and recreation, public works, water, sewer, and solid waste. Ms. Chambers is an International City/County Manager Association Retired Credentialed Manager, having earned and maintained this recognition annually for more than a decade. She earned a master's degree in public administration from UCLA and an undergraduate degree in political science from California State University, Northridge.

**Related Experience Includes:**

- ◆ Served as Local Government Management Specialist for a service level assessment of the Orange County Fire Authority's Human Resources function to ascertain the efficiency and effectiveness of leadership and personnel operations and ensure compliance with policies/procedures, best practices, and regulatory agencies. This is one of five as-needed organizational service level assessments of operations for Orange County Fire Authority as part of a Master Services Agreement.
- ◆ Served as Senior Associate and Fiscal Specialist for an emergency services Master Plan for the Aptos/La Selva Fire Protection District.
- ◆ Currently serving as City Management Specialist for a feasibility assessment of establishing a police services Joint Powers Authority for up to seven cities in

Riverside County, California, which include Lake Elsinore, Canyon Lake, Jurupa Valley, Moreno Valley, San Jacinto, Temecula, and Wildomar.

- ◆ Served as Project Manager and Lead Consultant for an organizational review and budget stabilization assessment for the City of Angels Camp, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- ◆ Currently serving as Local Government Specialist to develop an action plan for the City of Angels, California to provide financial strategies in response to the current COVID-19 pandemic.
- ◆ Served as Project Manager and Lead Consultant for a high-level observational organizational and financial review for the City of San Juan Bautista, California.
- ◆ Served as Local Government Specialist for a staffing analysis and optimization plan for the City of West Hollywood, California.
- ◆ Served as Project Manager and Local Client Coordinator to evaluate the performance of the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals in San Mateo County, California, to examine contractual compliance, as well as whether the necessary animal shelter operational elements exist to increase performance and transparency.
- ◆ Served as Stakeholder Outreach Consultant to perform a review of the Salt Lake City's building services process.
- ◆ Served as Lead Consultant for a review of the Resource Management Agency of Monterey County, California.
- ◆ Served as Project Manager and Lead Consultant for an organizational review of the Planning Department for the Midpeninsula Regional Open Space District in the Bay Area.
- ◆ Served as Project Manager for an assessment of the Community Development Center and review the building functions for the City of Healdsburg.
- ◆ Served as Project Manager and Lead Consultant for organizational and operational review of Goleta's City Manager and Neighborhood Services and Public Safety Departments for the City of Goleta, California.
- ◆ Served as Project Manager and Lead Consultant to perform an organizational and operational review of Goleta's Planning and Environmental Review Department, with the strategic objective of enhancing organizational operations for current and future needs.
- ◆ Served as Project Manager to perform a high-level field operations and sheltering practices cost analysis for the Contra Costa County Animal Services Department.
- ◆ Beginning in 2008, as City Manager of Ukiah, successfully addressed subsequent years of multi-million-dollar general fund deficits, including additional \$1 million loss of redevelopment funds, to achieve a balanced \$15 million General Fund in 2014–15.

- ◆ Implemented annual five-year revenue forecasting and improved fiscal report transparency in budget document as City Manager in Ukiah.
- ◆ Led business process reengineering efforts throughout her career, improving performance in information systems, finance, building and planning, and human resources, as well as administrative services delivery for both internal and external customers. Examples include resolving operations issues such as fleet management and police staffing for public events in Daly City, California and reducing costs and increasing profit margins for two City-operated enterprises: a \$3.3 million liquor enterprise and a \$3.8 million events center in Brooklyn Center, Minnesota.
- ◆ Facilitated efforts toward an eventual fire agency merger, improving advanced life support services regionally and their cost-effectiveness in \$3 million combination of service delivery between City of Ukiah and the Ukiah Valley Fire District.
- ◆ Secured opportunity for over 100 new jobs and \$1 million new sales tax revenues as part of economic development activities as City Manager in Ukiah.
- ◆ Secured opportunity for the State Administrative Office of Courts to build a new \$123 million Mendocino County Courthouse and assembled the site through public/private collaboration with multiple agencies, including the County, the State Water Board, the Administrative Office of the Courts, and a local developer.
- ◆ Instituted proactive business liaison efforts to facilitate expansion of local industries, such as local food movement, tourism, retail sales, and manufacturing. Occupancy tax revenues rose more than 10 percent in subsequent years.
- ◆ Corrected course and department service delivery systems in the Cities of San Bruno and Ukiah, resulting in completion of engineering, bidding, and construction activities in excess of \$38 million, including long-awaited infrastructure and street improvement projects.
- ◆ Oversaw completion of a \$56 million wastewater treatment plant in Ukiah and a \$7.9 million fire, jail, and police facilities program for the City of Brooklyn Center.
- ◆ Initiated and guided development of capital improvement budgets ranging from \$50 to \$100 million to address long-deferred infrastructure projects in electric, water, and sewer utilities, including equipment purchases for public safety, as well as planning for repairs and replacement of City parks and facilities in the Cities of Ukiah and San Bruno.

**CITYGATE ASSOCIATES, LLC****DAVID DEROOS, MPA, CMC**

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a master's degree in public administration from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the state and local government consulting division of Ernst & Young.

**Relevant Experience Includes:**

- ◆ For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated and that the project deliverables are in conformance to Citygate's quality standards.
- ◆ Served in an oversight capacity for a consolidation, merger or contract for services feasibility analysis for the City of Anaheim and its partners in the study. Citygate identified opportunities to expand and/or to strengthen the delivery of Fire, EMS, and other services of the City of Anaheim Fire Department, City of Fullerton Fire Department, and Orange City Fire Department.
- ◆ Served in an oversight capacity for a feasibility analysis of merging the cities of Newark's and Union City's fire services to gain economies of scale and improved services in these challenging economic times. Additionally, Citygate explored other fire service delivery options and worked with the study partners and Alameda County Fire Department (ALCO) to evaluate the possibility of ALCO providing contract fire services to one or both cities.
- ◆ Served in an oversight capacity to conduct a Standards of Coverage and Staffing Study for the County of Kings.
- ◆ Served in an oversight capacity for a shared fire services analysis for the Fire Agencies on the Valley Floor of Yuba County.
- ◆ Served in an oversight capacity to conduct a Yolo County Fire Protection Districts combined MSR/SOI study for the Yolo Local Agency Formation Commission.
- ◆ Currently serving in an oversight capacity for an independent review of Stanford University's contract with the City of Palo Alto to provide fire protection services to the University. This project has spanned numerous phases.
- ◆ Served in an oversight capacity for the City of Rancho Cucamonga Police Services and JPA Feasibility Analysis.
- ◆ Served in an oversight capacity to evaluate City fire service proposals for the City of San Bernardino, CA.

- ◆ Served in an oversight capacity for a project to provide a feasibility study for a public safety Joint Powers Authority for the cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- ◆ Served in an oversight capacity for Citygate’s police department consolidation feasibility assessment for the cities of Burlingame and San Mateo, CA.
- ◆ Served in an oversight capacity for a fire services merger technical implementation for the cities of Millbrae, Burlingame, San Bruno, and Town of Hillsborough to gain greater economies of scale, avoid fiscal, governance and operational duplication and where needed, improve services.
- ◆ As part of a Master Services Agreement, is currently serving in an oversight capacity for five organizational service level assessments for the Orange County Fire Authority, including assessments of the Emergency Command Center, the Executive Leadership Team and Human Resources functions, the Emergency Medical Services Department, Field Deployment services, and the Fleet Services Division.
- ◆ Served in an oversight capacity to conduct an emergency service consolidation/merger support study for the University of California, Davis and the cities of Davis, West Sacramento, and Woodland.
- ◆ Served in an oversight capacity to conduct a comprehensive and neutral external review of the Woolsey Fire Incident on behalf of the Los Angeles County Office of Emergency Management.
- ◆ Currently serving in an oversight capacity to assist with the development, implementation, and monitoring of an After Action Plan for Los Angeles County that addresses all of the recommendations from Citygate’s After Action Review of the Woolsey Fire.
- ◆ Served in an oversight capacity for a Standards of Coverage update for the San Diego Fire-Rescue Department.
- ◆ Currently serving in an oversight capacity for an operational enhancements study for the County of Santa Barbara Fire Department, an update to the fire service deployment and departmental performance audit study Citygate previously performed for the Department.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the UC Davis Extension College and for graduate classes in public administration, administrative theory, and labor relations for Golden Gate University and non-profit and association management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character, and Values and has also been a speaker for the American Planning Association (APA). Mr. DeRoos holds a certificate in public sector labor management relations from UC Davis and is a Certified Management Consultant (CMC).



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

Meeting Date: August 25, 2020

**TO:** City Council

**FROM:** Pawan Gill, Director of Administrative Services  
Jerry Breckinridge, City Manager

**SUBJECT:** Approval of an Agreement with the Local Government Commission (LGC) for Civic Spark Fellow Program.

**BACKGROUND:**

On July 14th, 2020, via Resolution No. 2020-43, the City Council approved a resolution to apply for the Local Early Action Planning (LEAP) Grants Program to the State Department of Housing and Community Development Department (HCD). As part of that grant application, the City has asked the State to fund the match requirement of the Civic Spark Fellow program. The Local Government Commission (LGC) facilitates the Civic Spark program. As such, they require an agreement to be authorized by the City Council of Arvin. This agreement is included as an attachment.

**STAFF RECOMMENDATION:**

Staff recommends approval of the agreement.

**FINANCIAL IMPACT:**

No fiscal impact.

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

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into as of August 17, 2020, by and between City of Arvin, ("Partner") and the Local Government Commission ("LGC").

**RECITALS**

- A. Partner desires to engage LGC to provide certain services through the CivicSpark program.
- B. CivicSpark is a federally funded AmeriCorps program operated by LGC, in which LGC recruits, hires, and supervises emerging professionals.
- C. The CivicSpark Program provides capacity building services to local governments in California through project implementation activities performed by LGC teams; LGC staff and CivicSpark Fellows (Fellows). Fellows can only work on contracted and allowable service activities (Exhibit "A"). CivicSpark will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff.
- D. LGC desires to provide those services and to be compensated accordingly.
- E. Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and Partner's obligations with respect thereto.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, Partner and LGC hereby covenant and agree as follows:

1. Appointment. Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit "B", "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

Partner also agrees to the responsibilities and roles as described in Exhibit "C", as they relate to Partner's participation in the Civic Spark program. Partner hereby accepts such responsibilities on the terms and conditions set forth herein.

Neither party may vary the scope of services described in Exhibit "B" or responsibilities in Exhibit "C" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "B." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by Partner

2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.
3. Consulting Fee; Reimbursable Expenses.

(a) Partner shall pay LGC a fee for the services provided, as described in Exhibit "D," "Description of Compensation," attached hereto.

(b) LGC shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement, limited to those expenses listed in Exhibit "E," "Reimbursable Expenses," attached hereto, up to the maximum amount set forth in Exhibit "E." Upon receipt of LGC's invoice, Partner shall notify LGC if it has any exceptions to LGC's invoice. When LGC and Partner are in agreement on the terms of LGC's invoice, Partner shall submit the invoice for payment. Partner shall reimburse LGC within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and LGC's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit "F." This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC.

This agreement may be terminated at anytime by either party for cause. This agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

5. Excuse of Performance. LGC's obligation to perform the services specified in this contract shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by LGC, including any such circumstances caused by Partner.

6. Independent Contractor. It is the intent of the parties that LGC is and shall remain an independent contractor, and LGC shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to LGC, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

7. Insurance. LGC agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis and \$3,000,000 general aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of LGC's Services hereunder or from or out of any act or omission of LGC, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$2,000,000; (3) worker's compensation insurance as required by law; and (4) hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, LGC shall provide a certificate of said insurance and an additional insured endorsement to Partner within 10 days of the execution of this Agreement.

8. Indemnification. To the extent limited by applicable law, the Parties shall defend, indemnify, and hold harmless the other Party and all of its directors, officers, agents, contractors, volunteers, and employees, from any and all liabilities and claims to the extent

arising out of or in any way related to the indemnifying Party's performance of this Agreement or representations made in this Agreement.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by LGC while performing Services under this Agreement will be assigned to and owned jointly by LGC and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by LGC in the performance of the Services for Partner shall be the joint property of LGC and Partner.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Partner:

Jerry Breckinridge, City Manager: [jbreckinridge@arvin.org](mailto:jbreckinridge@arvin.org)  
Pawan Gill, Director of Administrative Services: [pgill@arvin.org](mailto:pgill@arvin.org); Cell# 661-472-1414  
Christine Viterelli, Grant Writer: [Cviterelli@arvin.org](mailto:Cviterelli@arvin.org) Cell# 310-874-6597  
City of Arvin  
200 Campus Drive, P.O. Box 548  
Arvin, CA. 93203  
(661) 854-3134

To LGC:

Lare Bloodworth  
Local Government Commission  
980 9th Street, Suite 1700  
Sacramento, CA 95814-2736  
916-448-1198 x 302  
916-448-8246 fax  
[lbloodworth@lgc.org](mailto:lbloodworth@lgc.org)

Either party may change its address by giving written notice thereof to the other party.

11. Attorneys' Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. Governing Law. This Agreement shall be governed by the laws of the State of California.

13. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

14. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

15. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

16. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Jerry Breckinridge, City Manager  
City of Arvin

DATED:

\_\_\_\_\_  
Lare Bloodworth, Director of Finance  
LOCAL GOVERNMENT COMMISSION

## Exhibit “A” Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by the Corporation for National and Community Service and must abide by Federal guidelines for AmeriCorps program implementation.**

Performance measures define how CivicSpark will provide service to local governments by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to local government staff. The project scope in exhibit A must align with the measures below:

- 1) Capacity Building for Local Governments – Fellows’ direct service hours should be spent building capacity for local government beneficiaries to address their relative needs with regard to specific issues (e.g. climate, water, housing etc.). Fellows will address these needs by assisting one or more local government beneficiary to develop or implement projects that they would otherwise not be able to complete. Capacity building for Fellows will be delivered in 3 stages, including: 1) gap assessments; 2) research, planning, and implementation service projects; and transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g. – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the 1-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to local governments via direct service only involves the first measure (Capacity Building). The second and third measure is predominantly met through training, service and professional development activities provided to the Fellows by LGC. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;

- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
  - a) A business organized for profit;
  - b) A labor union;
  - c) A partisan political organization;
  - d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e) An organization engaged in the religious activities described above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Per Federal Guidelines and LGC policies, CivicSpark Programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this.

- 1) LGC and Partner will comply with Equal Opportunity Employment guidelines.
- 2) LGC and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
- 3) LGC and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
- 4) LGC and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

## **Exhibit "B" Scope of Services**

LGC will perform the following services:

- 1) **General Program Responsibilities**
  - a) Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
  - b) Recruit and train Fellows to provide capacity building services for the region.
  - c) Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
  - d) Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
  - e) Manage local government beneficiary and/or other partner service contracts.
  - f) Share outcomes from service with Partner.
  
- 2) **Fellow Responsibilities**
  - a) Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
  - b) Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
  - c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
  - d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
  - e) Complete accurate project reporting in a timely manner as required by the Corporation for National Community Service (CNCS), including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
  - f) Avoid participation in prohibited activities.
  - g) Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
  - h) Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.
  
- 3) **Project Specific Scope of Work**
  - a) **Community Development and Economic Development**
    - i) In support of Arvin's Community Development Department, the fellow will support Arvin's community Development Department with research, planning and implementation programs in the areas of economic development, housing element implementation, ADUs, and assist with public outreach and implementation programs.
  
  - b) **Housing Element**
    - 1) The City of Arvin's Housing Element- Civic Spark Fellow will support work on methodologies of implementing the goals of Arvin's Housing Element; including ADU fast-tracking, implementing public outreach goals and methodologies indicated in the Housing Element.
  
  - c) **Economic Development**

- i) In support of Economic Development, the fellow will support research, data collection, assist with tasks as needed, provide support for public outreach to advance the City's economic development goals.
- d) Energy Efficiency Programs and Climate Resiliency**
  - i) In support of the City of Arvin's energy efficiency and climate change goals, the fellow will support research, data collection, public outreach, and activities to advance
- e) **This project will include:** 1) an initial gap assessment conducted by the Fellow, 2) a volunteer engagement component, and 3) a transitional support activity.
  - i) Minor changes to the scope following the requisite gap assessment process may be needed.
  - ii) The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit "A".

## **Exhibit "C" Partner Responsibilities**

Partner will perform the following services:

- 1) Support Responsibilities
  - a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
  - b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff.
  - c) Site Supervisor shall support project implementation and professional development by:
    - i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
    - ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
    - iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
    - iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
    - v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
    - vi) Provide adequate professional workspace for Fellows (e.g., desk, computer, phone), and ensure that site and workplace are accessible to individuals with disabilities if needed.
    - vii) If needed due to shelter-in-place requirements, be able to support remote service for Fellows (e.g. remote access to files, plans for remote check-in and support, technology support for remote work)
  - d) Develop defined project scope(s) and identify goals to be completed in agreed upon timeframe.
  - e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
  - f) Keep Regional Coordinators and/or other LGC staff apprised of project developments and/or challenges and working to redefine project scope(s) and goals as necessary.
  - g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with LGC staff in a timely manner so LGC staff can assess the challenges and intervene as needed.
  - h) Assist with occasional site visits to Partner by LGC staff.
  - i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
  - j) Not offer the CivicSpark Fellow part time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the Service Year end date.
- 2) Reporting Responsibilities
  - a) Complete applications for CivicSpark projects, identifying:
    - i) Total hours desired for service work;
    - ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).

- (1) Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
  - (2) Specific eligibility requirements are provided here: <http://civicspark.lgc.org/join-civicspark/project/>
- b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
  - c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
  - d) Submit Fellow performance assessments on time, as described above.
  - e) Complete any additional project reporting defined as necessary.
  - f) Allow CivicSpark to share results of all reporting with California Volunteers and CNCS, for required grant reporting.

## Exhibit "D" Description of Compensation

Costs, total project hours<sup>1</sup>, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

LGC will receive no more than \$ 26,000, for 1 Fellow for performing the services of this contract.

	<b>Per Fellow Benefits</b>
Costs	\$26,000/Fellow or \$25,500/Fellow for 2 or more.
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

Work completed under this contract will be performed by CivicSpark AmeriCorps Fellows.

Unless otherwise agreed, invoices will be the total amount of the contract divided by the period of the contract and billed monthly. Invoices will only include the amount due in each given installment. A separate hours to date report is provided for reference each month. Partner must inform LGC prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details. Partner must also provide clear instructions to LGC about how time should be tracked and reported, if necessary.

LGC is committing to making the CivicSpark Fellow available for a specific period. Therefore, LGC will invoice Partner for the full installment amount in each period, regardless of Fellow activity during any given period. If for some reason LGC is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is only responsible for the portion of the contract amount for the period of service actually provided.

## Exhibit "E" Reimbursable Expenses

LGC does not cover project related expenses related to the service project. All project related expenses are the responsibility of Partner.

Should partner wish to have Fellow incur project related expenses, those expenses shall be submitted to Partner in writing for approval prior to Partner being charged for reimbursement for an expense incurred during the completion of activities outlined in the Scope of Service ( Exhibit "B").

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<sup>1</sup> Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with LGC staff, etc.).

## **Exhibit "F" Timeline**

All tasks enumerated in Exhibit "B" are to start on September 1, 2020 and should be completed by December 31, 2021.



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

Meeting Date: August 25, 2020

**TO:** City Council

**FROM:** Pawan Gill, Director of Administrative Services  
Jerry Breckinridge, City Manager

**SUBJECT:** Approval of A Subrecipient Agreement with Self-Help Enterprises (SHE) for CV-1 Funds.

**BACKGROUND:**

On August 11, 2020, the City Council approved a resolution (Resolution No. 2020-52) to apply for CDBG CV-1 Funds to assist residents and businesses impacted by COVID-19 with subsidence payments. City Staff is requesting approval of a subrecipient agreement with Self-Help Enterprises (SHE) to manage the program as part of the grant application process requirements. The agreement is attached.

**STAFF RECOMMENDATION:**

Staff recommends approval of the agreement.

**FINANCIAL IMPACT:**

No fiscal impact.

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

**CITY OF ARVIN  
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this 25th day of August, 2020 by and between the City of Arvin, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, HCD is authorized to allocate Investment Partnership Program, hereinafter "CDBG" funds, made available from HUD as authorized under Title II of the Cranston-Gonzalez National Affordability Housing Act of 1990 as set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with Section 8200.

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low- and moderate-income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2020-052, the City Manager is authorized to execute this CDBG Agreement, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

**1. TERM**

The term of this Agreement shall commence on August 25, 2020, unless terminated earlier pursuant to the terms of this Agreement, shall continue for five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG and/or funds or other CDBG and/or assets, including Program Income.

**2. SCOPE OF WORK**

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

### 3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG/ Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Arvin, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG and/or program.

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG and/or assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG and/or program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG and/or requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

#### **4. METHOD OF PAYMENT**

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG and/or funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed One-Hundred-Sixteen-Thousand-One Hundred Sixty-Six Dollars and 00/100 (\$116,166).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine

compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG or funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG or funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG or funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

## **5. PROGRAM INCOME**

Any income generated by SUBRECIPIENT from the use of CDBG and/or funds governed by this Agreement shall be considered CDBG and/or program income. All CDBG and/or program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG and/or program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

## **6. UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

## **7. AUDIT REQUIREMENTS**

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

## **8. USE AND REVERSION OF ASSETS**

SUBRECIPIENT shall transfer to GRANTEE any CDGB and/or funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

## **9. CONFLICT OF INTEREST**

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG and/or activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG and/or -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG and/or -assisted activity, or with respect to the proceeds of the CDBG and/or -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

## **10. OTHER PROGRAM REQUIREMENTS**

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

## **11. CLOSEOUT AND REVERSION OF ASSETS**

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG and/or funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG and/or proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG and/or funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

## **12. SUSPENSION AND TERMINATION**

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

## **13. MANDATORY DISCLOSURES**

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

#### **14. FINDINGS CONFIDENTIAL**

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

#### **15. GENERAL CONDITIONS**

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

#### **16. INDEPENDENT CONTRACTOR**

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its

obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

## **17. INDEMNIFICATION**

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

## **18. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

### **GRANTEE**

City of Arvin  
C/O Pawn Gill,  
Director of Administrative Services  
200 Campus Drive  
P.O Box 548  
Arvin, CA 93203

### **SUBRECIPIENT**

Self-Help Enterprises  
C/O Susan Long, Program Director  
8445 W Elowin Ct  
P.O. Box 6520  
Visalia, CA 93290

## **19. AMENDMENTS**

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

## **20. ASSIGNMENT**

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

## **21. SEVERABILITY**

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

## **22. ATTORNEY FEES**

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

## **23. BINDING ON ALL SUCCESSORS AND ASSIGNS**

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

## **24. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

## **25. CUMULATIVE REMEDIES**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

## **26. EFFECTIVE DATE**

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

## **27. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

## **28. EXHIBITS**

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

## **29. EXPENSES INCURRED UPON EVENT OF DEFAULT**

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

### **30. GOVERNING LAW AND VENUE**

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Kern County, California.

### **31. HEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **32. INTERPRETATION**

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

### **33. NO THIRD PARTY BENEFICIARY**

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

### **34. NO WAIVER**

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

**35. NON-RELIANCE**

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

**36. PRECEDENCE OF DOCUMENTS**

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

**37. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

**GRANTEE**  
CITY OF ARVIN

**SUBRECIPIENT**  
SELF-HELP ENTERPRISES

\_\_\_\_\_  
Jerry Breckinridge, City Manager

\_\_\_\_\_  
Thomas Collishaw, CEO/President

Addresses :

GRANTEE:  
City of Arvin  
Attention: Pawn Gill  
Director of Administrative Services  
200 Campus Drive  
P.O. Box 543  
Arvin, CA 93203  
Phone: (661) 606-6049  
FAX: (661) 854-0817

SUBRECIPIENT:  
Self-Help Enterprises  
Attention: Susan Long  
Program Director  
8445 W Elowin Ct .  
P.O. Box 6520  
Visalia, CA 93290  
Phone: (559) 802-1630  
FAX: (559) 651-3436

Attachments :

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

## EXHIBIT A SCOPE OF WORK

Matrix Code:	05Q LMH Subsistence Payments
National Objective:	24 CFR 570.207(b)(4)
CDBG Eligibility:	Emergency Grants

### Project Description:

Self-Help Enterprises will offer a Subsistence Payment Program: Subsistence Payments will provided grant payments for income eligible (at or below 80% of county AMI) individuals or families, living in the City limits of Arvin, for items such as housing (rent or mortgage), or utilities, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5. *(f)(i)*.

### Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

#### Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the County.

#### Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g.,

- general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

**National Objective Compliance - Low Mod Housing Activities (LMH) - Owner**

The SUBRECIPIENT shall maintain records for each household, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$116,166
- Total Amount of the Award: \$116,166
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Arvin, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

**EXHIBIT B  
PROPOSED BUDGET**

#	Line Item	Approved Budget
1	Salaries	\$7,500
2	Fringe Benefits	\$2,475
3	Professional Services	\$506
4	Supplies & Equipment	\$550
5	Rent / Lease / Utilities	\$2,506
6	Utilities / Telephone	\$769
7	Mileage / Transportation	\$2,500
8	Other: Indirect Cost Rate (approved 21.97%)	\$2,192
9	Other: Education & Outreach	\$750
10	Other: Subsistence Payments	\$96,418
	TOTAL	\$116,166

## EXHIBIT C

### INSURANCE REQUIREMENTS Agreement between City of Arvin ("CITY") and Self-Help Enterprises ("SUBRECIPIENT")

#### REPAIR PROGRAMS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

#### MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**  
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

#### **UMBRELLA OR EXCESS INSURANCE**

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

#### **VERIFICATION OF COVERAGE**

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT D  
CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Arvin or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization or person who is in litigation with the City of Arvin?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Arvin?	<input type="checkbox"/>	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Arvin, or in a business which is in litigation with the City of Arvin?	<input type="checkbox"/>	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Arvin employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

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

Date \_\_\_\_\_

\_\_\_\_\_  
 Print Signature Name

Self-Help Enterprises  
 8445 W Elowin Ct  
 Visalia, CA 93290

Additional page(s) attached.

**EXHIBIT E**  
**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS**  
**UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.



## CivicPlus

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

Master Services Agreement:  
 City of Arvin, CA

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and City of Arvin, CA; (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

### RECITALS

**I. WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

**II. WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

**III. WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

#### Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

#### Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

### **Invoicing & Payment Terms**

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

### **Intellectual Property & Ownership**

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

### **Indemnification**

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

### **Client Responsibilities**

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

### **Limitation of Liability**

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

### **Force Majeure**

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

### **Other Documents**

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

### **Interlocal Purchasing Consent**

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

### **Miscellaneous Provisions**

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign and email to Solomon Grover at [grover@civicplus.com](mailto:grover@civicplus.com) or fax to

Sign and E-mail the  
entire  
contract with exhibits to:  
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager  
  
302 S. 4th Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Attachment: Arvin MSA Agreement with CivicPlus for Website Services



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

Meeting Date: August 25, 2020

**TO:** City Council

**FROM:** Adam Ojeda, City Engineer  
Jerry Breckinridge, City Manager

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING A SEWER MANAGEMENT PLAN

**RECOMMENDATION:**

Staff recommends that the City Council open the public hearing, allow for public testimony, close the hearing and adopt a Resolution approving the Sewer Master Plan and a Mitigated Negative Declaration (MND) for the project.

**BACKGROUND:**

In order to implement the City's 2012 General Plan Update, and in order to comply with regulatory requirements from the Regional Water Quality Control Board, the City has been moving forward with developing the Sewer Master Plan (SMP), which is a comprehensive capital improvement plan that will serve as a roadmap for improving the City's wastewater collection system. The SMP was prepared by the City's Consultant, Harris and Associates, in association with Veolia North America and with the assistance of City staff.

Among others, the SMP establishes level of service standards in the capital improvement plan to ensure continuous sewer service to ratepayers in the City and to ensure that construction and operation of the sanitary sewer system minimize the possibility of overflows and environmental impacts. The project involves recommended improvements to the existing sanitary sewer infrastructure, including the replacement, upgrade, and installation of sanitary sewer pipes and manholes within the City's boundary as defined by the City's General Plan . The SMP plans for improvements associated with approximately 54,771 linear feet of sanitary sewer pipeline, 257 manholes throughout the City, and comprises 17 individual capital improvement projects. The improvements to the existing sanitary sewer infrastructure, including replacement, upgrade, and installation of sanitary sewer pipelines recommended by the project are primarily in existing City rights-of-way but are also in undeveloped and vacant parcels throughout the City. The SMP also

accounts for future growth and pending projects, including the Bakersfield Community College campus in Arvin.

The proposed projects are given four priority designations; “as needed”, “low”, “medium” and “high” with projects with a “high” as being those that stand the greatest risk of a catastrophic failure of existing pipes and or manholes which could generate to sewer overflows within City right-of-way as well as in private homes and businesses. Those projects with a less severe priority designation are so designated depending on the likelihood of failure and the ramifications of such a failure. However, in no way should these designations of priority be construed as meaning that those with a “high” priority should be implemented prior to all others followed by the “medium” projects which would be followed by the “low” projects. The City should emphasize the implementation of these projects based on the priority designation, but should also recognize that certain circumstances may exist which would make the implementation of a “low” priority project advantageous before projects with a higher priority are implemented. Namely, whenever a road reconstruction or rehabilitation project occurs directly over or adjacent to underground pipes to be replaced and in the vicinity of manholes to be replaced. In this case, it would be advantageous to implement such a project at the same time as opposed to coming back a few years later and compromising the pavement recently constructed which would also cost the city more money than if the projects had been grouped together.

#### **ENVIRONMENTAL REVIEW:**

This SMP has been assessed as required by the California Environmental Quality Act (CEQA) through the preparation of an Initial Study by the City’s consultant, Harris and Associates. This included assessment of the project’s potential for impacts on air quality, geology and soils, transportation, biological resources, hydrology and water quality, noise, cultural resources, hazards and hazardous materials, tribal cultural resources, and mandatory findings of significance. As a result of this environmental assessment, the Initial Study has concluded that with the mitigation measures proposed the project will not result in a significant adverse impact to the environment. As such, a Mitigated Negative Declaration is proposed to be adopted for the project.

The City gave timely notice of its intent to adopt a Mitigated Negative Declaration, and solicited written comments. A total of two comment letters were received from the San Joaquin Valley Air Pollution Control District and the Department of Toxic Substance Control. The comment letters were standard responses from these agencies, and did not raise substantive issues that were not already addressed as required by CEQA. The City has prepared a courtesy response for the comment letters, which is included in the record.

#### **FISCAL IMPACTS:**

Adoption of the SMP will not in itself have a financial impact. However, construction of projects consistent with the Master Plan will have a fiscal impact, but will not be known until the actual construction project(s) are approved by the City Council. The preparation of the SMP and associated CEQA analysis have been paid for from the enterprise fund associated with wastewater services.

**ATTACHMENTS:**

1. Resolution of the City Council of the City of Arvin Adopting a Mitigated Negative Declaration and Approving a Sewer Master Plan.
  - a. Mitigation Monitoring and Reporting Program.
2. City of Arvin 2019 Sewer Master Plan Volume 1
  - a. Note that Volume 1 is included in this agenda packet. Due to size limits, the “Volume 2” document has been uploaded to the city website including the Volume 1 document. Volume 2 is mostly comprised of appendices and background documentation that support Volume 1. Please go to the following location for each:  
<https://www.arvin.org/aboutnews/public-notices/>
3. CEQA Documents:
  - a. City of Arvin Sanitary Sewer Master Plan: Initial Study/Mitigated Negative Declaration, including i) Appendix A: Biological Resources Letter Report; ii) Appendix B: Greenhouse Gas Model Outputs; and iii) Appendix C: Cultural Resources Study. (Attached separately, and located at <https://www.arvin.org/aboutnews/public-notices/>.)
  - b. Comment Letters and City Response (Attached separately, and located at <https://www.arvin.org/aboutnews/public-notices/>.)
    - i. Department of Toxic Substance Control (DTSC), July 7, 2020.
    - ii. San Joaquin Valley Air Pollution Control District, July 15, 2020.
    - iii. City’s Response to Comment Letters.

## RESOLUTION

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING A SEWER MANAGEMENT PLAN**

**WHEREAS**, the City desires to implement a comprehensive capital improvement plan for its wastewater collection system, called the Sewer Management Plan (“Project”); and

**WHEREAS**, the Project establishes level of service standards in the capital improvement plan to ensure continuous sewer service to ratepayers in the City and to ensure that construction and operation of the sanitary sewer system minimize the possibility of overflows and environmental impacts; and

**WHEREAS**, an environmental Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration were prepared by the City, as lead agency, in accordance with the requirements of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines and the City CEQA Guidelines, and sent to all responsible and trustee agencies and posted in the Office of the County Clerk; and

**WHEREAS**, the Notice of Intent to adopt a Mitigated Negative Declaration was published and a public review period was provided; and

**WHEREAS**, the City has addressed comments on the project from various agencies; and

**WHEREAS**, on August 25, 2020, the City Council conducted a public hearing on this matter; and

**WHEREAS**, the City Council now desires to adopt the Sewer Master Plan and approve the associated Mitigated Negative Declaration for the Project.

**NOW, THEREFORE**, the City Council resolves as follows:

1. The above recitals are true and correct and are incorporated by reference.
2. An environmental assessment was prepared by the City for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. The City Council finds that, with all applicable mitigation measures applied to the project, impacts have been reduced to less than significant, and the project will not cause significant adverse cumulative impacts, growth inducing impacts and irreversible significant effects. The City Council also finds that the project is consistent with the General Plan and all applicable municipal code requirements. Therefore, based on the environmental assessment and the list of identified mitigation measures, the City Council finds the project will not have a significant impact on the environment, adopts a Mitigated Negative Declaration for the Project,

and adopts a Mitigation Monitoring and Reporting Program attached as Exhibit “A” for the project.

3. The City of Arvin 2019 Sewer Master Plan, including all volumes and appendices, is approved.

4. This Resolution shall become 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 25th day of August, 2020 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.

# PRESENTATION TO CITY COUNCIL

SANITARY SEWER MASTER PLAN UPDATE

August 25, 2020



## PRESENTATION AGENDA:

- Overview of the Sanitary Sewer Master Plan Update
- Overview of CEQA Initial Study/ Mitigated Negative Declaration
- Recommended Findings and Actions



# OBJECTIVES OF THE SANITARY SEWER MASTER PLAN UPDATE

- Conduct Hydraulic Analysis
- Conduct Infrastructure Assessment
  - Pipelines
  - Manholes
  - Pump Station
- Assess Impacts for Growth / Development
- Prepare a Capital Improvement Program
- Issue Compliance Verification (SECAP)

# CURRENT & PROJECTED CONDITIONS

- The General Plan is the basis for existing and build-out conditions
- Population projection and known development is the basis for impacts during the next 20 years
- Correlation between land use, water use and wastewater generation

Year	Population	Wastewater Generation (MGD)
2060	38,148	1.8
2050	36,610	1.7
2040	34,174	1.6
2030	30,576	1.4
2020	25,777	1.2



# CAPITAL IMPROVEMENTS



- Pipelines and Manholes for Existing Needs
  - Replacement
  - Lining / Rehabilitation
  - Spot Repairs
- Pump Station
  - Pump Replacement
- Developer-Driven Projects



# CAPITAL IMPROVEMENT PROGRAM

Improvements for Existing Conditions	Priority	Estimated Cost (2020 dollars)
Pump Rehabilitation and Replacement	As Needed	\$100,000
Comanche Drive Pipeline Project	High	563,000
West Smothermon Park Pipeline Project	High	2,221,000
Southwest Kovacevich Park Pipeline Project	High	2,429,000
A Street Pipeline Project	High	1,449,000
Campus Drive Alley Pipeline Project	High	890,000
Meyer Street Pipeline Project	Medium	1,563,000
Southeast Kovacevich Park Pipeline Project	Medium	1,829,000
West Di-Giorgio Park Pipeline Project	Medium	890,000
Haven Drive Pipeline Project	Medium	1,162,000
East Di Giorgio Park Pipeline Project	Low	1,231,000
Langford Avenue Pipeline Project	Low	639,000
Plum Tree Drive Alleys Pipeline Project	Low	985,000
Small Pipeline Replacement Projects	Low	588,000
Small Spot Repair Projects	Low	240,000
Stand-Alone Manhole Repair and Replacement	Low	1,869,000
<b>Total</b>		<b>\$18,648,000</b>

Future Projects	Estimated Cost (2020 dollars)
West Sycamore Road Pipeline Project	\$614,000
Millux Road Pipeline and Pump Station Project	4,948,000
Potato-Sycamore Alignment Economic Study	60,000
<b>Total</b>	<b>\$5,622,000</b>

# CEQA DOCUMENTATION

- Initial Study(IS)/Mitigated Negative Declaration (MND)
- Requires Mitigation Measures for impacts to Biology, Cultural and Tribal Resources, Hazardous Materials, Hydrology and Noise
- Public Review of IS/MND June 11, 2020 through July 10, 2020

FINAL

## Initial Study/ Mitigated Negative Declaration

City of Arvin Sanitary Sewer Master Plan

July 2020

Prepared for:



Contact: Mitzy Cuxum, Senior Planner  
City of Arvin  
Community Development Department  
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Arvin, California 93203  
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(661) 606-6066

Prepared by:



Harris & Associates

Contact: Kristin Blackson, Senior Project Manager  
600 B Street, Suite 2000  
San Diego, California 92101  
Kristin.Blackson@wsharris.com  
(858) 264-7000

# RECOMMENDATIONS:



- Approve the Sanitary Sewer Master Plan Update
- Adopt the CEQA MND and MMRP

# QUESTIONS?



# Mitigation Monitoring and Reporting Program

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## Introduction

The Mitigation Monitoring and Reporting Program (MMRP) supplements the City of Arvin Sanitary Sewer Master Plan Initial Study/Mitigated Negative Declaration (IS/MND) by providing a mechanism by which all measures in the IS/MND are implemented. This MMRP is part of the Final IS/MND and will be adopted by the City Council in conjunction with the proposed project.

## Purpose of the MMRP

As the lead agency, the City is responsible for implementing the MMRP, which has been prepared in conformance with Section 21081.6 of the California Public Resources Code, as identified below:

(a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

The MMRP consists of mitigation measures that avoid, reduce, and/or fully mitigate potential environmental impacts. The mitigation measures have been identified and recommended through preparation of the EIR and drafted to meet the requirements of State CEQA Guidelines, Section 15126.4.

## Mitigation Monitoring and Reporting Table

Project-specific mitigation measures have been categorized in Table 1, Mitigation Monitoring and Reporting Program. Table 1 identifies the environmental impact, specific mitigation measures, responsible party, monitoring agency, and timing of mitigation. Table 1 will serve as the basis for scheduling the implementation of and compliance with all mitigation measures.

The categories identified in Table 1 are described below:

- **Mitigation Measure.** This column provides the verbatim text of the adopted mitigation measure from the Final EIR.

- **Responsible Party.** This column identified the party responsible for implementing the action.
- **Approving Agency.** This column identified the entity responsible for approving and overseeing the action.
- **Time Frame of Mitigation.** This column identifies the project stage in which the mitigation shall be implemented.

**Table 1, Mitigation Monitoring and Reporting Program.**

<b>Project Design Feature (PDF)/Mitigation Measure (MM)</b>	<b>Responsible Party</b>	<b>Approving Agency</b>	<b>Time Frame of PDF/MM</b>
<p><b>PDF-AQ-1: PM10 Emissions Reduction Best Management Practices.</b></p> <ul style="list-style-type: none"> <li>• Apply water to unpaved surfaces and areas</li> <li>• Use non-toxic chemical or organic dust suppressants on unpaved roads and traffic areas</li> <li>• Limit or reduce vehicle speed on unpaved roads and traffic areas</li> <li>• Maintain areas in a stabilized condition by restricting vehicle access</li> <li>• Install wind barriers</li> <li>• During high winds, cease outdoor activities that disturb soil</li> <li>• Keep bulk materials sufficiently wet when handling</li> </ul>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<ul style="list-style-type: none"> <li>• Store and handle materials in a three-sided structure</li> <li>• When storing bulk materials, apply water to the surface or cover the storage pile with a tarp</li> <li>• Do not overload haul trucks; overloaded trucks are likely to spill bulk materials</li> <li>• Cover haul trucks with a tarp or other suitable cover, or wet the tops of the load enough to limit visible dust emissions</li> <li>• Clean the interior of cargo compartments on emptied haul trucks prior to leaving a site</li> <li>• Prevent trackout by installing a trackout device</li> <li>• Clean up trackout at least once per day; if the trackout is along a busy road or highway, clean it up immediately</li> <li>• Monitor dust-generating activities and implement appropriate measures for maximum dust control</li> </ul>			
<p><b>PDF-NOI-1: Project Construction Activity Schedule.</b>          Project construction activities would be limited to standard working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<p><b>MM BIO-1: Weed Control.</b> The project proponent(s) shall implement the following weed control methods to minimize the establishment and spread of non-native and invasive weed species on the project site during construction activities:</p> <ol style="list-style-type: none"> <li>1. Seeds and plant materials used for revegetation shall be certified weed free.</li> <li>2. Straw materials such as those used for erosion control shall be certified weed free.</li> <li>3. Temporarily disturbed non-native grassland areas shall be revegetated with local native plant species as soon as construction is complete to reduce erosion and to inhibit the establishment of non-native and invasive weeds.</li> </ol>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>
<p><b>MM BIO-2: Qualified Biologist.</b> Prior to the start of construction, the project proponent(s) shall submit written documentation to the City of Arvin Community Development Department Senior Planner for approval, stating that a qualified biologist(s) has been retained to implement the project mitigation measures in areas designated as biologically sensitive in the Biological Resources Letter Report. The qualified biologist(s) shall be responsible for implementing project mitigation measures, coordinating and communicating requirements to the project proponent(s) and the City of Arvin Community</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to grading or construction activities.</p>

<p>Development Department Senior Planner, and facilitating consultation with the wildlife and resource agencies as required.</p>			
<p><b>MM BIO-3: Flagging, Fencing, and Demarcation.</b> The project proponent(s), in consultation with the qualified biologist(s), shall designate the limits of the construction area, where accessible, within the City of Arvin rights-of-way using fencing, signage, or stakes in the field and shall review the placement of fencing, signage, or stakes with the contractor in accordance with the construction plans. Aquatic resources and riparian areas within 50 feet of the construction area, where accessible and feasible, shall also be demarcated in the field and avoided by construction personnel and activity.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to grading or construction activities.</p>
<p><b>MM BIO-4: Rare Plant Surveys.</b> During the spring (April 1 through June 30) and prior to construction, the qualified biologist shall conduct a preconstruction rare plant survey in the 0.98-acre non-native grassland potential impact area. In the event a rare or listed plant species is observed, the project proponent(s) shall consult with the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife to establish avoidance, minimization, and mitigation measures. If the wildlife agencies require the measures, species-specific protocol surveys shall be conducted by the qualified biologist pursuant to the agreed-upon terms.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>During the spring (April 1 through June 30) and prior to construction.</p>

<p><b>MM BIO-5: Temporary Impacts to Non-Native Grassland.</b> Temporary impacts to 0.98 acre of non-native grassland shall be mitigated by the project proponent(s) through revegetation of the areas impacted during project construction using a weed-free native plant seed palette.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Post construction.</p>
<p><b>MM BIO-6: Preconstruction Surveys.</b> Prior to the start of construction, a preconstruction survey shall be completed by the qualified biologist(s) checking suitable non-native grassland and disturbed land on the project site for presence or sign of burrowing owl (<i>Athene cunicularia</i>), San Joaquin kit fox (<i>Vulpes macrotis mutica</i>), Swainson’s hawk (<i>Buteo swainsoni</i>), blunt-nosed leopard lizard (<i>Gambelia sila</i>), and any other sensitive wildlife species. If sensitive wildlife species are observed during the preconstruction survey or during construction activities, the qualified biologist(s), in coordination with the City of Arvin Community Development Department Senior Planner, shall designate the limits (including appropriate buffers) of the occupied habitat using fencing, signage, or stakes for avoidance by construction personnel and activity.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to grading or construction activities.</p>
<p><b>MM BIO-7: U.S. Fish &amp; Wildlife Service &amp; CA Department of Fish &amp; Wildlife Permitting.</b> If impacts to the special-status species including burrowing owl (<i>Athene cunicularia</i>), San Joaquin kit fox (<i>Vulpes macrotis mutica</i>), Swainson’s hawk (<i>Buteo swainsoni</i>), and blunt-nosed leopard lizard (<i>Gambelia sila</i>) cannot be avoided, the qualified biologist(s), on behalf of the project proponent(s),</p>	<p>City of Arvin</p>	<p>U.S. Fish &amp; Wildlife Service &amp; CA Department of Fish &amp; Wildlife</p>	<p>If impacts to special-status species would occur, prior to grading or construction activities.</p>

<p>shall consult with the U.S. Fish and Wildlife and California Department of Fish and Wildlife for authorization through the context of an incidental take permit.</p>			
<p><b>MM BIO-8: General Nest Surveys.</b> No grubbing, trimming, or clearing of vegetation, primarily non-native grassland species and a few shrubs, from the project site shall occur during the general bird-breeding season (January 1 through August 31). If grubbing, trimming, or clearing of vegetation cannot feasibly occur outside of the general bird-breeding season, the qualified biologist(s) shall perform a preconstruction nesting bird survey no more than 72 hours prior to the start of vegetation grubbing, trimming, or clearing to determine if active bird nests are present in the affected areas. Should an active migratory bird nest be located, the qualified biologist(s) shall direct vegetation clearing away from the nest until the project biologist has determined that the young have fledged or the nest has failed. If there are no nesting birds (including nest building or other breeding or nesting behavior) on the project site, grubbing, trimming, or clearing shall proceed.</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>If construction will occur during the general bird-breeding season (January 1 through August 31), prior to Grading Permit.</p>
<p><b>MM CR-1: Discovery of Tribal Cultural Resources.</b> In the event of the discovery of archaeological or tribal cultural resources during ground-disturbing activities, the project proponent(s) shall divert, direct, or temporarily halt ground-disturbing activities in the area of discovery and contact a City of Arvin Community Development Department Senior Planner-approved archaeologist and the Tejon Indian Tribe representative (Colin Rambo,</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<p>colin.rambo@tehonindiantribe-nsn.gov, (661) 834-8566) to allow for preliminary evaluation of potentially significant archaeological and tribal cultural resources. The significance of the discovered resources shall be determined by the approved archaeologist and Tejon Indian Tribe representative as appropriate. The project proponent(s) must be notified with the results of the evaluation and additional mitigation measures as required and determined by the approved archaeologist and Tejon Indian Tribe representative before ground-disturbing activities can resume.</p>			
<p><b>MM CR-2: Human Remains.</b> As specified by the California Health and Safety Code, Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or their authorized representative, shall immediately notify the Kern County Coroner’s office by telephone. No further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains (as determined by the qualified archaeologist and the Native American monitor) shall occur until the Kern County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code, Section 5097.98. If such a discovery occurs, a temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. By law, the Kern County Coroner shall determine if the remains are subject to their authority within 2 working days of being notified. If the Kern County Coroner recognizes the</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<p>remains to be Native American, they shall contact the Native American Heritage Commission and notify the Tejon Indian Tribe representative (Colin Rambo, colin.rambo@tehonindiantribe-nsn.gov, (661) 834-8566) within 24 hours. The Native American Heritage Commission shall make a determination as to the most likely descendent. If Native American remains are discovered, the remains shall be kept in situ, or in a secure location in proximity to where they were found, and the analysis of the remains shall only occur on site in the presence of a Native American monitor.</p>			
<p><b>MM HAZ-1: Health and Safety Plan.</b> The project proponent(s), in consultation with the City of Arvin, shall develop a health and safety plan to address potential hazardous materials associated with agricultural and petroleum industry activities on and surrounding the project site. The project health and safety plan shall include emergency procedures for responding to hazardous materials releases for materials that would be brought onto or discovered on the site as part of construction activities. If evidence of contaminated soils or groundwater is discovered during construction, work in the vicinity of the contaminated area shall cease until the wastes are characterized or remediated. Remediation of the site shall be coordinated with appropriate regulatory authorities to ensure that applicable remediation standards are met. The emergency procedures for hazardous materials releases shall include the necessary personal protective equipment, spill containment procedures, and training of workers to respond to accidental spills or releases. The project proponents shall be required to have on hand at all times during construction</p>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<p>the adequate absorbent materials and containment booms to handle a spill equivalent to the largest container of fuels or oil in use.</p>			
<p><b>MM HYDRO-1: Stormwater Pollution Prevention Plan.</b>          In conformance with the Clean Water Act, project proponents, in consultation with the City of Arvin, shall prepare a stormwater pollution prevention plan. The stormwater pollution prevention plan shall address the potential sources and locations of stormwater contamination, characteristics and impacts of specific contaminants, and temporary and permanent erosion-control practices and include water sampling data, construction practices that minimize stormwater contamination, coordination of best management practices with planned construction activities, and compliance with the City of Arvin, Kern County, state, and federal regulations.</p>	<p>City of Arvin</p>	<p>RWQCB</p>	<p>Prior to and during grading or construction activities.</p>
<p><b>MM HYDRO-2: Best Management Practices.</b> Best management practices shall be incorporated into the final construction and design plans and shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Construction vehicles shall be adequately maintained and equipped to minimize/eliminate fuel spillage. Equipment maintenance work shall occur off site or in the designated construction staging areas.</li> <li>• Any construction materials that need to be temporarily stockpiled or equipment and supplies that need to be stored on site shall</li> </ul>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<p>be kept in the construction staging areas and shall be covered when not in use.</p>			
<p><b>NOI-1: Construction Noise.</b> Prior to grading activities, the City shall ensure the following:</p> <ul style="list-style-type: none"> <li>• Construction equipment, fixed or mobile, shall be outfitted with properly operating and maintained mufflers.</li> <li>• Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and using electric air compressors and similar power tools rather than diesel equipment shall be used where feasible.</li> <li>• During construction, stationary construction equipment shall be located so that emitted noise is directed away from or shielded from sensitive noise receivers.</li> <li>• During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise-sensitive receptors.</li> </ul>	<p>City of Arvin</p>	<p>City of Arvin</p>	<p>Prior to and during grading or construction activities.</p>

<ul style="list-style-type: none"><li>• Construction shall not occur outside the hours of 7:00 a.m. and 9:00 p.m., Monday through Friday, or outside the hours of 8:00 a.m. and 10:00 p.m., Saturday and Sunday. Construction is prohibited on federal holidays.</li></ul>			
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# CITY OF ARVIN

## 2019 SEWER MASTER PLAN

### VOLUME 1 - REPORT



Harris & Associates.



# SEWER MASTER PLAN FOR THE CITY OF ARVIN

Adopted:



*Anthony Herda*

Anthony Herda, PE – Preparer

Date: 5/7/2020

Adam Ojeda, PE – City Engineer

Date:



## Acknowledgements

The Sewer Master Plan was prepared by Harris and Associate, Inc.

- Ehab Gerges, PE – Principal
- Anthony Herda, PE – Preparer

In association with Veolia North America

- Bill Hanley, PE – Director of Capital Program Management, Municipal & Commercial Business
- Dale DuCharme – Arvin Project Manager, Municipal & Commercial Business

And with assistance from the City of Arvin

- R. Jerry Breckinridge – City Manager
- Jeffrey Jones – City Finance Director
- Adam Ojeda, PE – City Engineer
- Mitzy Cuxum – City Planner



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## Abbreviations and Acronyms

The following abbreviations and acronyms are commonly used throughout the report. As a convention, each abbreviation or acronym is written out in full the first time it appears in each chapter and is abbreviated thereafter.

ADWF	Average Dry Weather Flow
CCTV	Closed-circuit television
CI	Commercial & Institutional
CIMIS	California Irrigation Management Information System
CIP	Capital Improvement Program
CIPP	cured-in-place pipe
City	City of Arvin
COF	Consequence of Failure
CP	Concrete Pipe
CSD	Arvin Community Services District
ENR	Engineering News Review
ET <sub>0</sub>	evapotranspiration index
fps	feet per second
GIS	Geographic Information System
GPD	gallons per day
HDR	High Density Residential
IS & MND	Initial Study and Mitigated Negative Declaration
LDR	Low Density Residential
LOF	Likelihood of Failure
MACP	Manhole Assessment and Certification Program
MDR	Medium Density Residential
MFR	Multi-Family Residential
MGD	millions of gallons per day
NASSCO	National Association of Sewer Service Companies
PDWF	Peak Dry Weather Flow
PVC	polyvinyl chloride
RCP	Reinforced Concrete Pipe
RWQCB	Regional Water Quality Control Board
SFR	Single Family Residential
SSMP	Sanitary Sewer Management Plan
WRP	Water Reclamation Plant

# Executive Summary

## Background

### Purpose

The City of Arvin (City) requires a comprehensive Capital Improvement Plan (CIP) for its wastewater collection system. A CIP is an investment strategy for the physical assets of the system. The CIP serves three inter-related purposes: (1) it identifies the capital improvements needed to provide reliable service to the City's sewer ratepayers, (2) it provides a basis for setting rates and impact fees, and (3) it satisfies a regulatory requirement of the City's discharge permit administered by the Regional Water Quality Control Board (RWQCB).

### Study Area

This Sewer Master Plan represents implementation of the General Plan with respect to utility services. The Study Area is consistent with the City Boundary defined in the General Plan.

### Planning Horizon

For purposes of recommending improvements and accommodating growth and development, the planning horizon for the Sewer Master Plan is 20 years.

### Existing System

The water reclamation plant and the wastewater collection system are operated and maintained by Veolia North America.

The wastewater collection system consists of approximately 38 miles of pipe ranging in diameter from 6 inches to 18 inches. There are 763 manholes. There is one small pump station serving a small area southeast of the intersection of Sycamore Road and A Street. Wastewater flows by gravity toward the southwest to the water reclamation plant located west to of the City on El Camino Real.

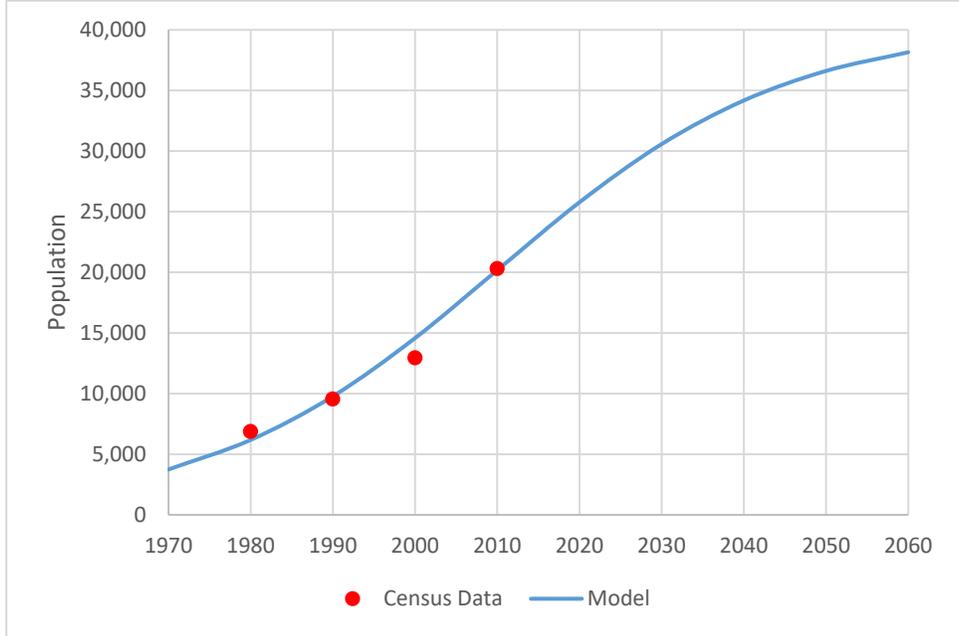
## Land Use

Land use designations and areas are shown in the table below, according to the General Plan. Land use is one of the primary drivers for estimating wastewater generation.

Land Use Description	Area (acres)
Estate Residential	343.3
Residential Reserve	179.1
Low Density Residential (LDR)	968.7
Medium Density Residential (MDR)	18.03
High Density Residential (HDR)	158.1
General Commercial	152.7
Light Industrial	365.8
Heavy Industrial	595.2
Agricultural	17.9
Public Facilities	15.7
Schools	159.8
Parks	45.2
Totals	3,019.5

### Population

A population projection was prepared using US Census data and build-out of land use, as shown below. Population projection is one of the primary drivers for the timing of future wastewater generation.



## Analysis

### Wastewater Generation

Based on analysis of land use, water use and wastewater influent records, wastewater generation by customer class is shown below.

Model Results	MFR <sup>1</sup>	SFR <sup>2</sup>	CI <sup>3</sup>	IND <sup>4</sup>	Total
Existing Wastewater Generation (MGD)	0.175	0.801	0.119	0.013	1.108
Build-Out Wastewater Generation (MGD)	0.272	2.053	0.211	0.100	2.636

Based on wastewater generation by customer class and population projection, projected wastewater generation is shown below.

Year	Population	Wastewater Generation (MGD)
2060	38,148	1.8
2050	36,610	1.7
2040	34,174	1.6
2030	30,576	1.4
2020	25,777	1.2

### Hydraulic Analysis

A computer model of the backbone of the wastewater collection system was used to determine whether pipes are correctly sized. No pipes were found to be undersized under existing conditions; however, the pipe in Sycamore Road between Walnut Drive and Comanche Drive should be upgraded to accommodate future growth north of Sycamore Road.

### Condition Assessment

The pump station and the older more vulnerable pipes and manholes were inspected visually or via video. Nearly 12 miles of pipes and 255 manholes were inspected. Infrastructure showing excessive wear, deterioration or structural damage was recommended for mitigation.

<sup>1</sup> Multi-Family Residential

<sup>2</sup> Single Family Residential

<sup>3</sup> Commercial and Institutional

<sup>4</sup> Industrial

## Recommendations

The hydraulic analysis and the condition assessment resulted in hundreds of small repair and replacement recommendations. Based on engineering judgment, recommended improvements for pipe capacity, pipe condition and manhole condition were arranged into logical projects considering proximity, similarity of recommended work, limiting disruption to the community, economies of scale and perceived urgency.

The projects were organized by priority into a CIP in two parts. The first part involves improvements recommended to address existing conditions. The second part involves improvements required to support future development.

The table below provides a summary of recommendations to address existing conditions.

Improvements for Existing Conditions	Priority	Estimated Cost (2020 dollars)
Pump Rehabilitation and Replacement	As Needed	\$100,000
Comanche Drive Pipeline Project	High	563,000
West Smothermon Park Pipeline Project	High	2,221,000
Southwest Kovacevich Park Pipeline Project	High	2,429,000
A Street Pipeline Project	High	1,449,000
Campus Drive Alley Pipeline Project	High	890,000
Meyer Street Pipeline Project	Medium	1,563,000
Southeast Kovacevich Park Pipeline Project	Medium	1,829,000
West Di-Giorgio Park Pipeline Project	Medium	890,000
Haven Drive Pipeline Project	Medium	1,162,000
East Di Giorgio Park Pipeline Project	Low	1,231,000
Langford Avenue Pipeline Project	Low	639,000
Plum Tree Drive Alleys Pipeline Project	Low	985,000
Small Pipeline Replacement Projects	Low	588,000
Small Spot Repair Projects	Low	240,000
Stand-Alone Manhole Repair and Replacement	Low	1,419,000
<b>Total</b>		<b>\$18,198,000</b>

The table below provides a summary of recommendations to support development.

Future Projects	Estimated Cost (2020 dollars)
West Sycamore Road Pipeline Project	\$614,000
Millux Road Pipeline and Pump Station Project	4,948,000
Potato-Sycamore Alignment Economic Study	60,000
<b>Total</b>	<b>\$5,622,000</b>

# Chapter 1 – Introduction

## 1.1. – General Background

Chapter 1 is intended to help orient the reader regarding the purpose, context, setting and organization of this Sewer Master Plan. Additional information regarding the organization of the report is provided in Appendix R.

## 1.2. – Purpose

The City of Arvin (City) requires a comprehensive Capital Improvement Plan (CIP) for its wastewater collection system. A CIP is an investment strategy for the physical assets of the system. The CIP serves three inter-related purposes: (1) it identifies the capital improvements needed to provide reliable service to the City's sewer ratepayers, (2) it provides a basis for setting rates and impact fees, and (3) it satisfies a regulatory requirement of the City's discharge permit administered by the Regional Water Quality Control Board (RWQCB).

Sewer service must be available continuously to all ratepayers. The sewer system must be constructed and operated in a way that minimizes the possibility of overflow. There are standards in place to assure this level of service is achieved. The CIP represents application of those standards.

Operation of the sewer system is an enterprise. Revenue generated through rates funds sewer system expenses including investment in rehabilitation, replacement and deployment of new assets. The CIP provides a recommendation for the cost and schedule of investment in assets.

RWQCB requires a Sanitary Sewer Management Plan (SSMP) for each permitted system. The CIP is a component of the SSMP and demonstrates to RWQCB that planning is current for investment to minimize the environmental impact of overflows.

## 1.3. – Study Area

This Sewer Master Plan represent implementation of the General Plan with respect to utility service. The Study Area is consistent with the City Boundary as shown on page LU-9 of the General Plan.

## 1.4. – Study Period

Historical data from 2016, 2017 and 2018 were used to develop and understanding of existing conditions.

For purposes of recommending improvements and accommodating growth and development, the planning horizon is 20 years.

## 1.5. – Sources of Information

Information was gathered from three primary sources: the City, the wastewater collection system operator Veolia North America (Veolia), and the Arvin Community Services District (CSD).

The City owns the wastewater collection system and is responsible for authorizing development within the City boundary.

Veolia is under contract to operate and maintain the City's wastewater collection system.

CSD is in charge of retail potable water distribution to City customers, the source of wastewater generation.

This Sewer Master Plan relies heavily on the following documents and data sources:

- City of Arvin 2012 General Plan
- Geographic Information System (GIS) of the wastewater collection system provided by Veolia
- Wastewater influent records provided by Veolia
- Closed circuit television (CCTV) video footage of existing sewer mains provided Veolia
- Water production and sales records provided CSD

## Chapter 2 – Existing System

### 2.1. – General Background

The wastewater collection system consists of approximately 38 miles of pipe ranging in diameter from 6 inches to 18 inches.

There is one pump station serving the southeast portion of the system. Sewage is collected from the area general bounded by El Camino Real on the south, Gregg Lane on the west, Derby Street on the east and Trino Avenue on the north and is pumped via a force main to the trunkline in Sycamore Avenue.

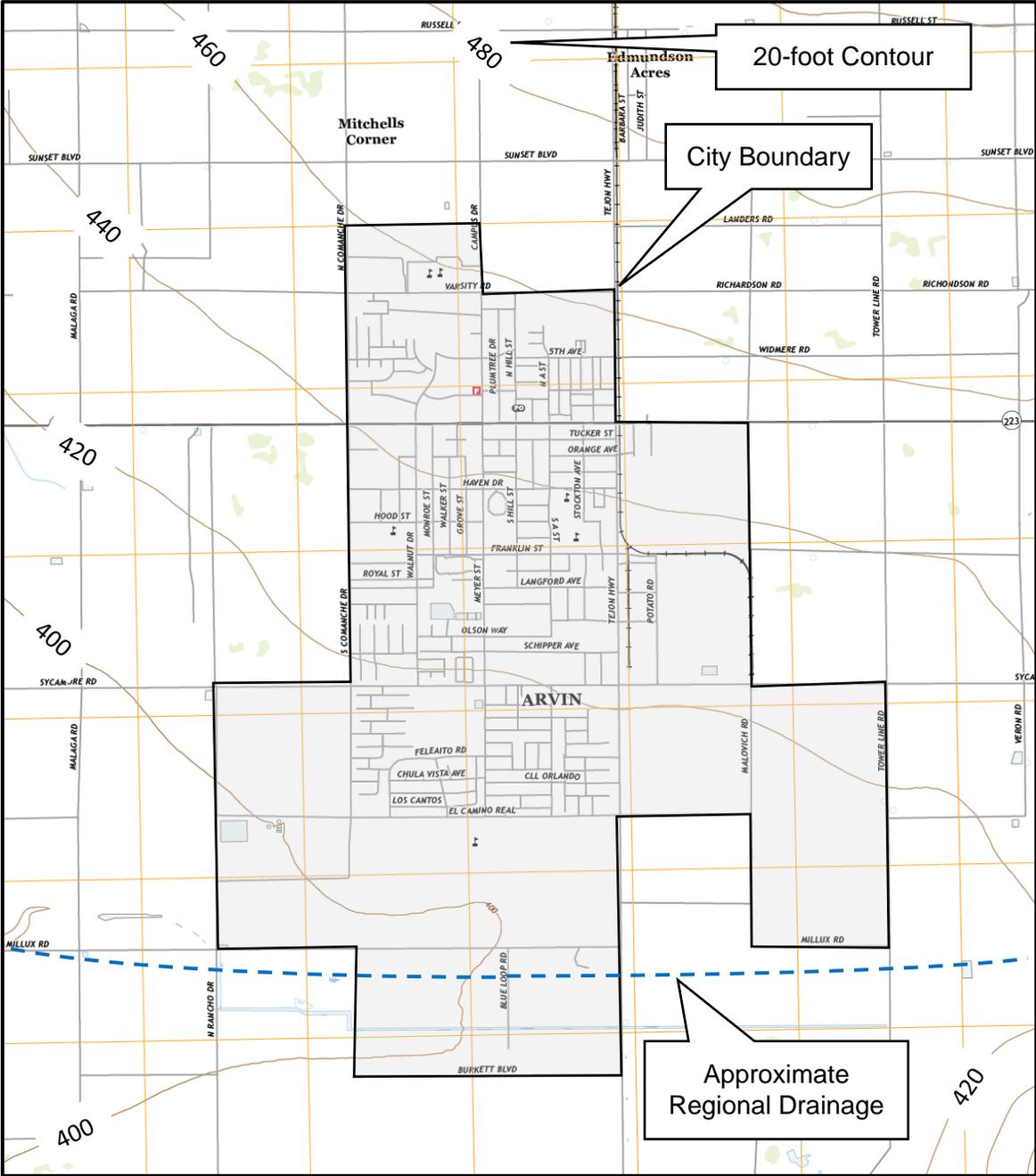
With the exception of the pump station, all wastewater flows by gravity to the WRP located to the southwest of the City.

### 2.2. – Physical Setting

The City is located in Kern County approximately 14 miles southeast of Bakersfield. The terrain within the City boundary is very flat.

Figure 2.1 is an excerpt from the United State Geological Survey (USGS) 2018 topographic map for the region. The map shows the City boundary, elevation contours at 20-foot interval, and the approximate alignment of regional drainage. In general, the area within the City boundary drains to the southwest toward a low point in the south at a gradient of approximately 0.005.

Figure 2.1 – Topographical Setting



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### 2.3. – Infrastructure

Table 2.1 provides a summary of existing pipe sorted by diameter.

**Table 2.1 – Length Existing Pipe by Diameter**

Diameter (in)	Length (ft)
6	21,000
8	130,430
10	15,750
12	8,380
15	17,580
18	5,760
Total	198,900

There are 763 manholes.

The pump station consists of two 10-horsepower pumps, a sump, an electrical panel, a control panel and a telemetry transmitter.

# Chapter 3 – Land Use and Population

## 3.1. – General Background

Land use and population are the primary demographics that govern engineering decision-making concerning utility capacity. These demographics define the nature and intensity of wastewater generation consistent with the City’s vision for growth and development.

## 3.2. – Use of the General Plan

The Land Use Element of the General Plan guides the implementation of the Sewer Master Plan.

Table 3.1 provides a summary of land use within the City Boundary by designation and area according to the General Plan. Build-Out area represents the City’s vision for land use distribution per the General Plan. Occupied area represents the locations where wastewater is currently generated. Vacant area represents the locations of future wastewater generation.

**Table 3.1 – Land Use Summary**

Land Use Description	Area (acres)
Estate Residential	343.3
Residential Reserve	179.1
Low Density Residential (LDR)	968.7
Medium Density Residential (MDR)	18.03
High Density Residential (HDR)	158.1
General Commercial	152.7
Light Industrial	365.8
Heavy Industrial	595.2
Agricultural	17.9
Public Facilities	15.7
Schools	159.8
Parks	45.2
Totals	3,019.5

Figure 3.1 is the land use map from the General Plan.

Figure 3.2 shows known current and future development.

Figure 3.1 – General Plan Land Use

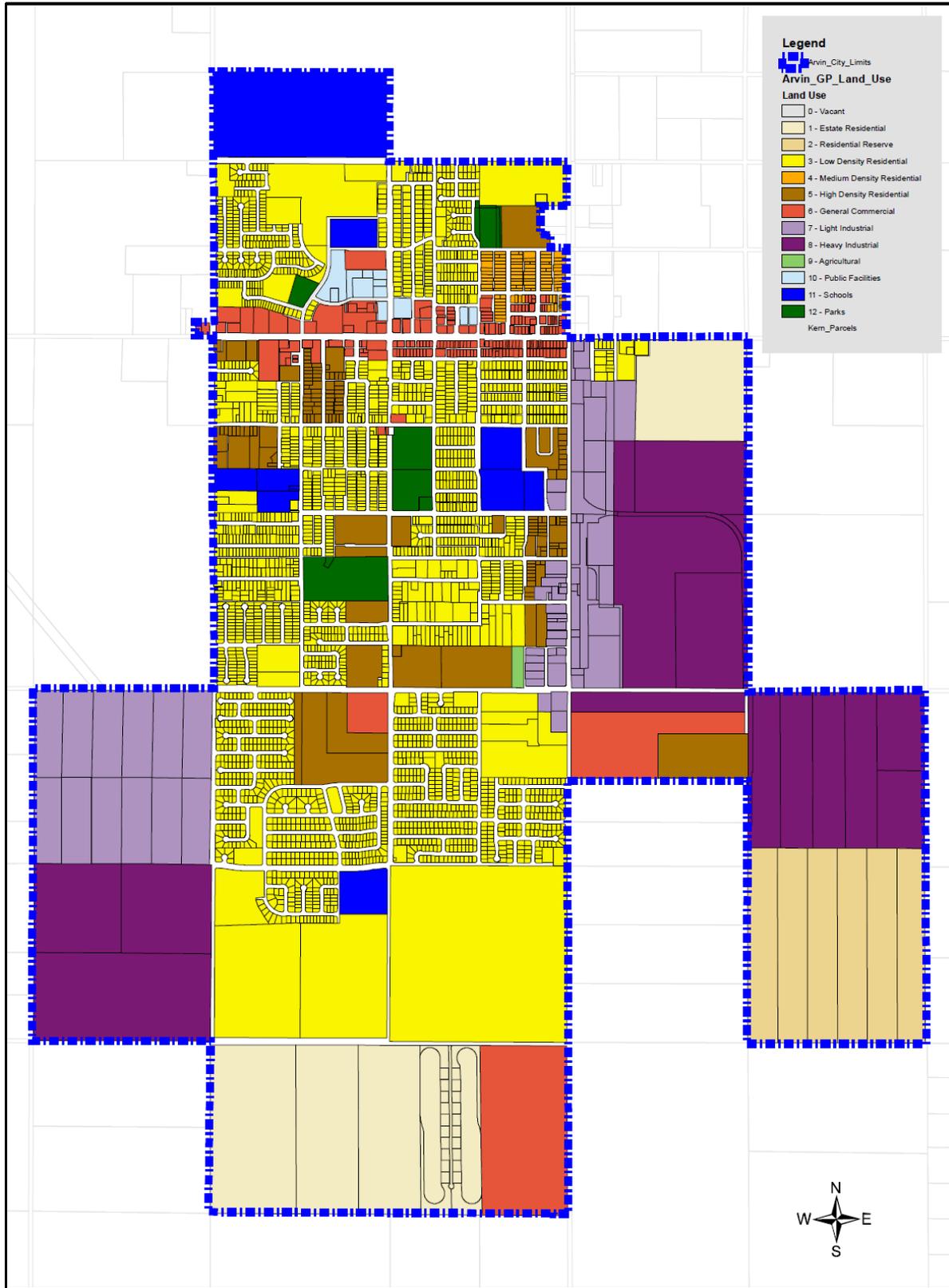


Figure 3.2 – Current and Future Development

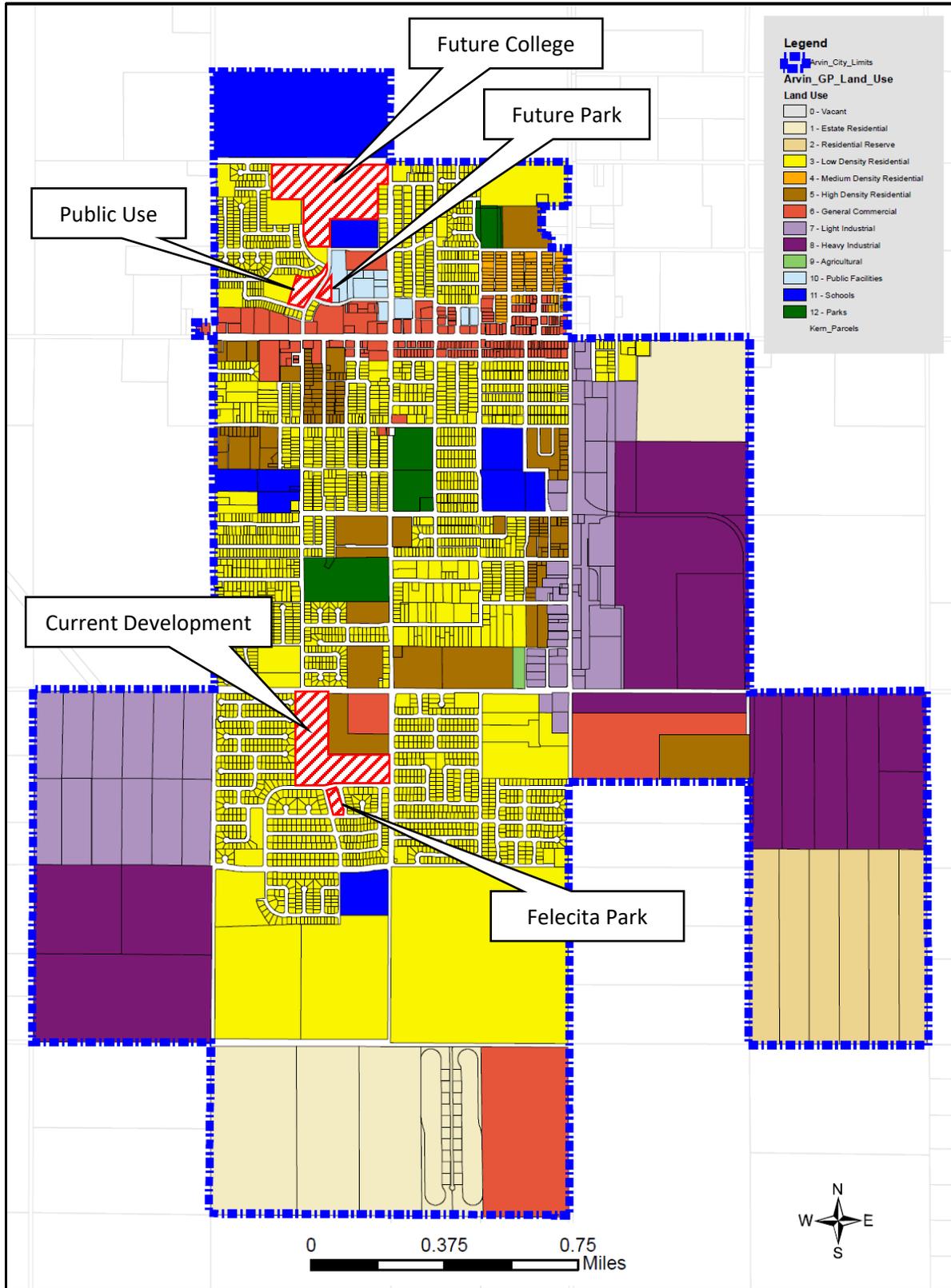


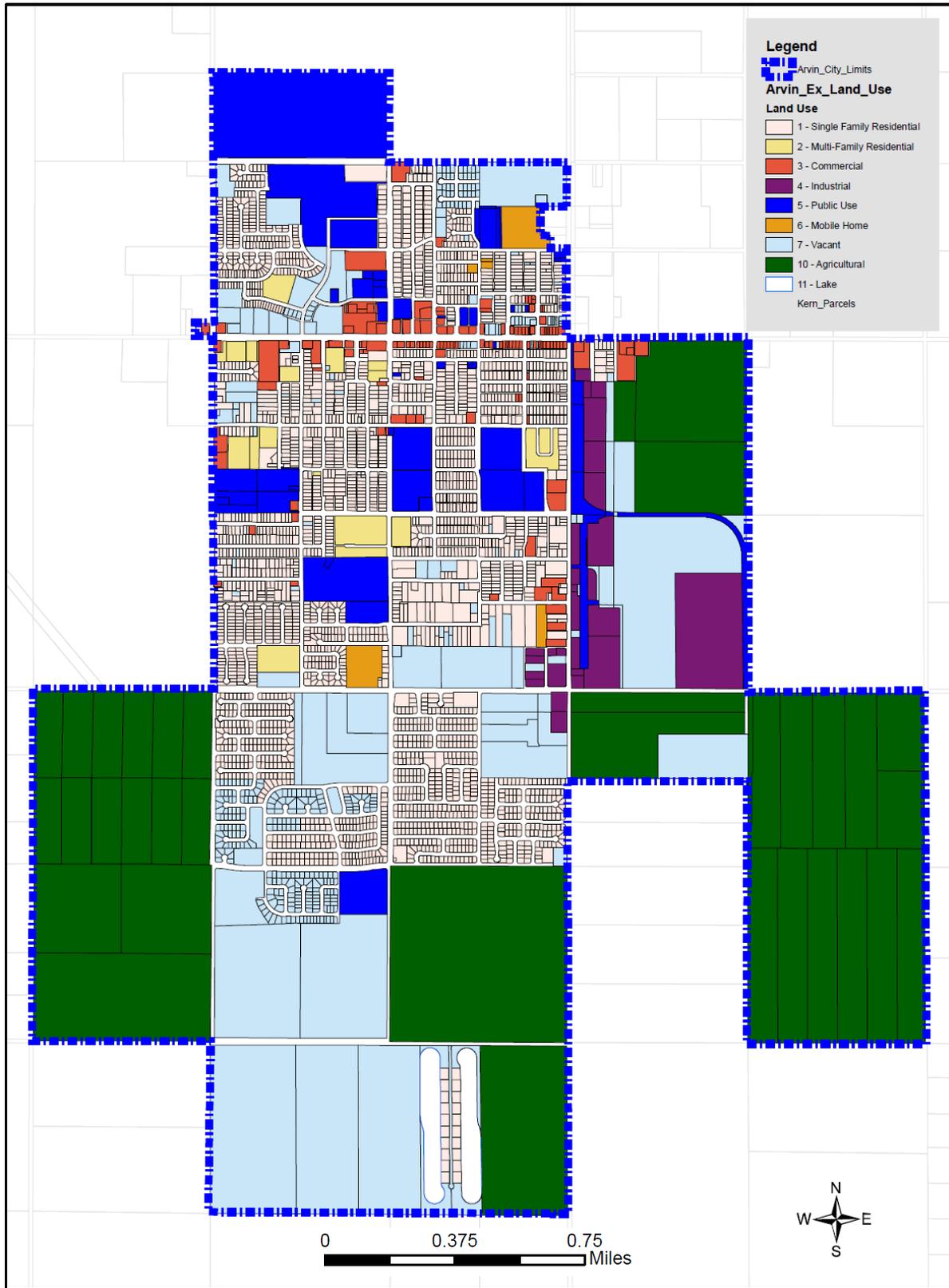
Table 3.2 provides a breakdown of occupied and vacant areas within the City Boundary organized by General Plan land use designation. Occupancy was determined based on review of aerial photography and cross-referenced to potable water billing records. Occupied areas represent the locations where wastewater is currently generated. Vacant areas represent the locations of future wastewater generation.

**Table 3.2 – Occupied and Vacant Areas**

Land Use Description	Occupied (acres)	Vacant (acres)
Estate Residential	10.4	332.8
Residential Reserve	0.0	179.1
Low Density Residential (LDR)	560.6	408.1
Medium Density Residential (MDR)	18.0	0.0
High Density Residential (HDR)	101.7	56.3
General Commercial	56.5	96.3
Light Industrial	85.1	280.7
Heavy Industrial	40.2	555.0
Agricultural	17.9	0.0
Public Facilities	4.5	11.2
Schools	124.1	35.7
Parks	44.8	0.4
Totals	1063.8	1955.6

Figure 3.3 shows the distribution of occupied and vacant areas within the City Boundary. Areas designated as Vacant or Agricultural are not currently occupied.

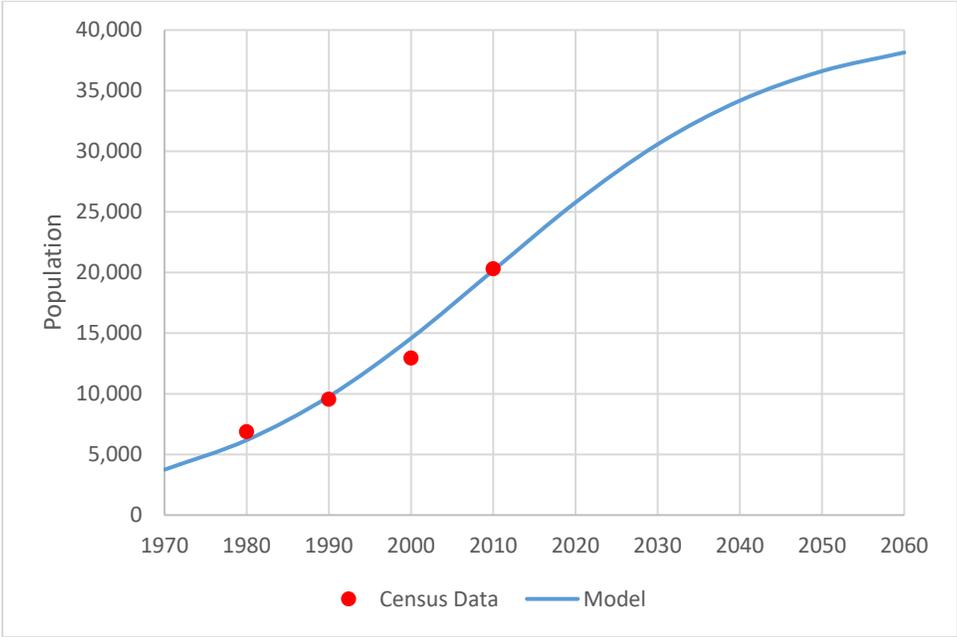
Figure 3.3 – Current Occupancy



### 3.3. – Population Projection

Figure 3.4 shows a population model for the City based on historical data acquired from the US Census and information from the General Plan concerning growth.

Figure 3.4 – Population Projection



The population model has the following curve:

$$P = \frac{P_{max}}{1 + e^{-ct}} = \frac{40,355}{1 + e^{-0.057(2010-year)}}$$

Where:

- P* is population
- c* is a calibrated population growth factor
- P<sub>max</sub>* is the Build-Out population per the General Plan<sup>5</sup>

<sup>5</sup> The population at build-out assumes complete construction of residential land use at the highest allowable density at the current number of persons per household at complete occupancy.

## Chapter 4 – Wastewater Generation

### 4.1. – General Background

This chapter factors for calculating wastewater generation based on land use. Additional information regarding the derivation of these factors is provided in Appendix S.

### 4.2. – Water Use and Wastewater Generation Correlation

Table 4.1 shows the relationships between potable water sales, wastewater generation and occupied area by customer class.

**Table 4.1 – Development of Wastewater Generation Factors**

Sector	MFR	SFR	CI	Industrial
Water Sales (MGD <sup>6</sup> )	0.269	1.397	0.120	0.044
Wastewater Generation (MGD)	0.175	0.801	0.119	0.013
Occupied Area (acres)	101.74	589.08	185.05	125.26
<b>Wastewater Generation Factor (GPD<sup>7</sup>/acre)</b>	<b>1,720</b>	<b>1,360</b>	<b>643</b>	<b>104</b>

- Occupied Area is the acreage associated with each customer class per the current General Plan.
- Wastewater Generation Factor is Wastewater Generation divided by Occupied Area for each customer class.

<sup>6</sup> MGD = millions of gallons per day

<sup>7</sup> GPD = gallons per day

Table 4.2 provides a summary of existing build-out wastewater generation organized by customer class.

**Table 4.2 – Summary of Existing and Build-Out Wastewater Generation**

Model Results	MFR	SFR	CI	Industrial <sup>8</sup>	Total
Existing Wastewater Generation (MGD)	0.175	0.801	0.119	0.013	1.108
Build-Out Wastewater Generation (MGD)	0.272	2.053	0.211	0.100	2.636

### 4.3. – Projection

The average wastewater influent from 2016 through 2018 is 1.1 MGD.

Based on the population model presented in Figure 3.4, the average population for the same period is 24,148.

The per capita wastewater generation rate for the system is estimated at 46 GPD per person:

$$\frac{Q}{P} = \frac{1.1 \text{ MGD}}{24,148 \text{ people}} \cong 46 \text{ gallons per day per person}$$

Where:

$Q$  is average wastewater influent at the WRP

$P$  is population

Applying a wastewater generate rate of 46 GPD per person to the population projection yields the wastewater generation projection shown in Table 4.3.

**Table 4.3 – Project Population and Wastewater Generation**

Year	Population	Wastewater Generation (MGD)
2060	38,148	1.8
2050	36,610	1.7
2040	34,174	1.6
2030	30,576	1.4
2020	25,777	1.2

<sup>8</sup> Build-Out wastewater generation for industrial land use assumes future customers are similar to existing customers. This may change if water-intensive or worker-intensive industries are developed in the future.

## Chapter 5 – Hydraulic Analysis

### 5.1. – General Background

Hydraulic analysis is primarily concerned with pipe capacity. Wastewater flows by gravity from the location it enters the sewer system to the water reclamation plant (WRP). Capacity for gravity flow is a function of pipe size and pipe slope. The goal of hydraulic analysis is to determine the capacity of pipes in the collection system and to compare that capacity to the existing and future needs of wastewater generation.

### 5.2. – Design Criteria

Design criteria represent the standards that new or replacement pipelines are required to follow. Design criteria are also used as a benchmark for analyzing the capacity of the existing collection system.

#### 5.2.1. – Design Discharge

Pipes must be designed to support the Peak Dry Weather Flow (PDWF). PDWF is the Average Dry Weather Flow (ADWF) times a peaking factor of 1.8:

$$PDWF = (1.8)ADWF$$

ADWF and PDWF are volumetric flow rates, typically given in units of gallons of wastewater generated per day (GPD) or millions of gallons of wastewater generated per day (MGD).

#### 5.2.2. – Depth to Diameter Ratio Criteria

The maximum design depth to diameter ratio for pipes 12 inches or smaller in diameter is 0.50 or half-full:

$$\frac{\text{depth}}{\text{Diameter}} = \frac{d}{D} = 0.50$$

The maximum design depth to diameter ratio for pipes larger than 12 inches in diameter is 0.75 or three-quarters-full:

$$\frac{\text{depth}}{\text{Diameter}} = \frac{d}{D} = 0.75$$

Criteria for maximum depth to diameter ratio are conservative and are intended to allow for additional loading not known at the time of design. This additional loading may include infill, densification (i.e. conversion from single family residential to multi-family residential), redevelopment, repurposing of industrial and commercial development, expansion of the City boundary, extension of service beyond the City boundary, etc.

### 5.2.3. – Velocity Criteria

Minimum velocity: 2 feet per second at half full

The minimum velocity constraint is intended to assure pipe self-cleaning. At velocities below two feet per second, solids tend to accumulate on the bottom of the pipe, which may lead to an overflow.

Maximum velocity: 10 feet per second at half full

The maximum velocity constraint is intended to reduce the likelihood of pipe failure due to the momentum of the flowing wastewater. At velocities above ten feet per second, stress at bends or joints may cause pipe segments to separate.

### 5.2.4. – Manning’s Roughness Coefficient

Gravity flow in a pipe is calculated using Manning’s Equation:

$$v = \left( \frac{1.486}{n} \right) R_h^{2/3} S^{1/2}$$

Where:

- $v$  is velocity in feet per second
- $n$  is Manning’s roughness coefficient (unitless)
- $R_h$  is the hydraulic radius in feet
- $S$  is the slope or gradient of the pipe (unitless)

Hydraulic radius is the cross-sectional area of flow divided by the wetted perimeter and can be expressed as:

$$R_h = \frac{A}{P_w}$$

Where:

- $A$  is the cross-sectional area of flow in square feet
- $P_w$  is the wetted perimeter in feet

Manning’s roughness coefficient represents the roughness of the interior of the pipe. Note that roughness tends to deteriorate with age and tends to improve following cleaning or flushing of the pipe.

For design purposes, the following Manning’s roughness coefficients are assumed for new materials:

- 0.11 for PVC pipe
- 0.13 for all other pipe materials

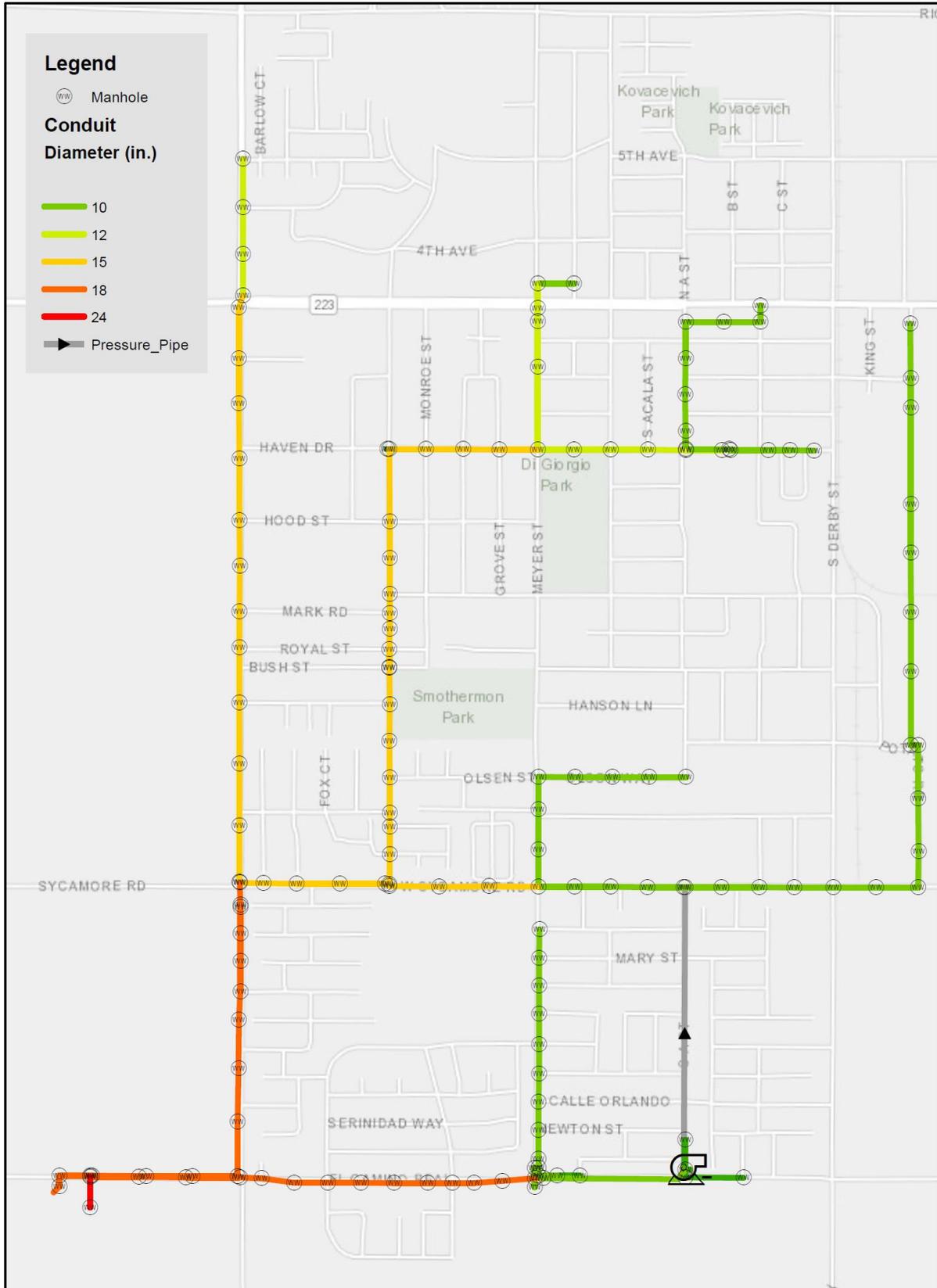
### 5.3. – Hydraulic Model

The hydraulic model is a computer simulation of all pipelines in the collection system 10 inches in diameter or larger. It was constructed using SewerGEMS software by Bentley. Additional information regarding the construction and calibration of the hydraulic is provided in Appendix A.

All output from the hydraulic model referenced in this report is provided in Appendix U.

A schematic of the hydraulic model showing pipe diameter is provided in Figure 5.1.

Figure 5.1 – Hydraulic Model Schematic by Pipe Diameter



## 5.4. – Modeling Results for Existing Conditions

### 5.4.1. – Existing Average Conditions: Minimum Velocity Constraint

Under existing average flow conditions, pipes that do not meet the minimum velocity criterion of 2 fps are shown in red in Figure 5.2. The minimum velocity constraint is intended to assure the pipes are self-cleaning. At velocities below two feet per second, solids tend to accumulate on the bottom of the pipe, which may lead to blockage and overflow.

Approximately 68% of the pipes in the model cannot achieve the minimum velocity. The most likely cause of this deficiency is an unintended consequence of aggressive water conservation. The system was designed using wastewater generation standards that predate the current water consumption trends in the City. Aggressive water conservation is a recent mandate by the state, and one of the results is that sewer systems tend to be oversized for the new lower wastewater generation rates.

Oversized pipes need to be cleaned more frequently than properly sized pipes. The impacts of water conservation have resulted in an incremental increase in requirements for cleaning and flushing of the sewer system.

It is recommended to continue current operations and maintenance practices to keep the oversized pipes free of accumulated solids and debris, and to consider replacement with properly sized pipe only when scheduled for replacement due to age and condition.

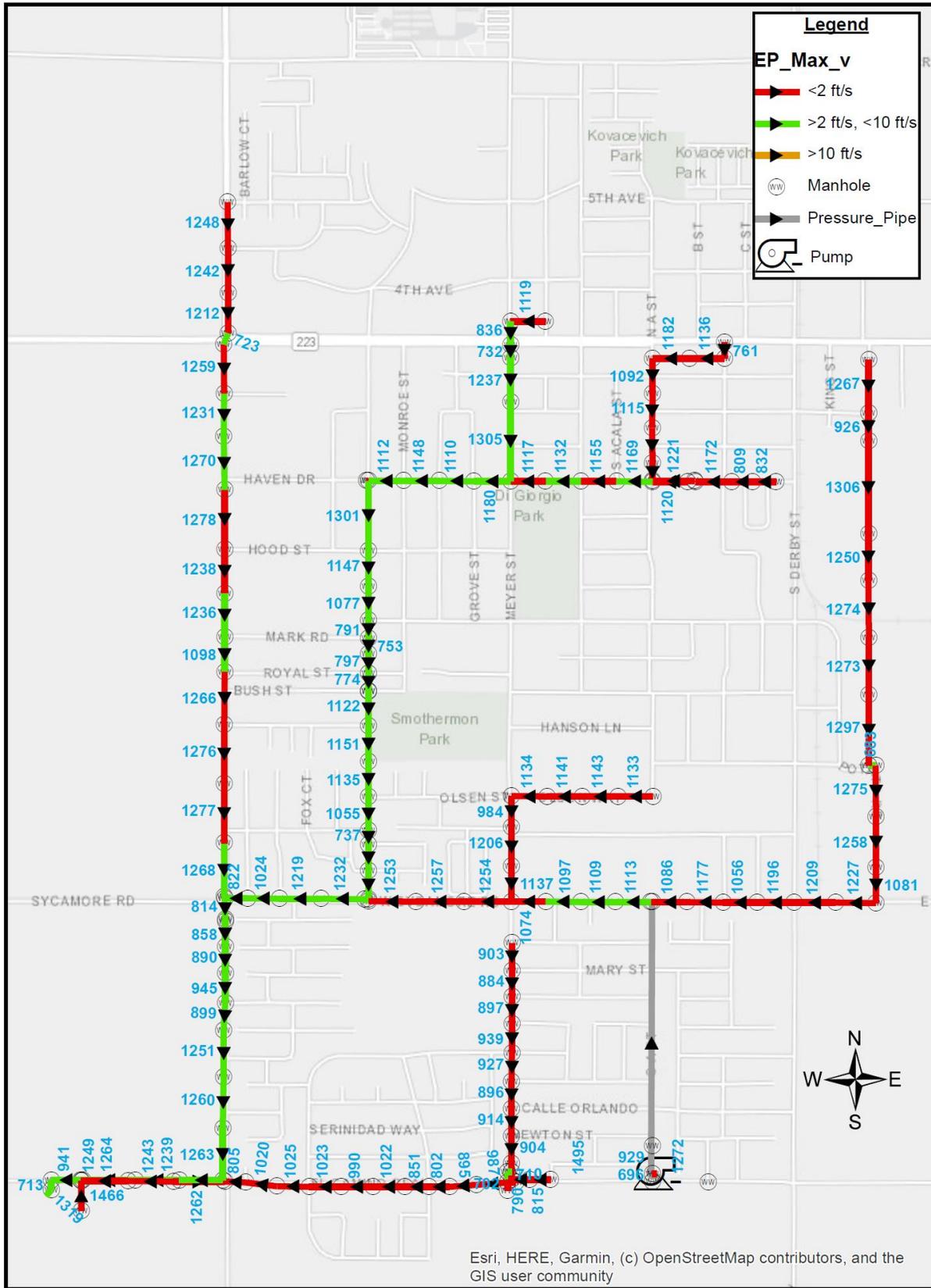


#### 5.4.2. – Existing Peak Conditions: Maximum Velocity Constraint

Under existing peak flow conditions, pipes that exceed the maximum velocity of 10 fps are shown in orange in Figure 5.3. The maximum velocity constraint is intended to reduce the likelihood of pipe failure due to the momentum of the flowing wastewater. At velocities above ten feet per second, stress at bends or joints may cause pipe segments to separate.

No pipes exceed the maximum velocity constraint under existing conditions.

Figure 5.3 – Existing Peak Conditions: Maximum Velocity Constraint



### 5.4.3. – Existing Peak Conditions: Maximum Depth Ratio Constraint

Under existing peak flow conditions, pipes that exceed the maximum depth to diameter ratio of 0.5 are shown in red in Figure 5.4. The maximum design capacity of a pipe 12 inches in diameter or less is half-full and the design capacity of a pipe greater than 12 inches in diameter is three-quarters-full. As pipes approach 100% full, the flow characteristics change from gravity flow to pressurized flow. Under pressurized flow conditions, two issues occur:

- (1) excess pressure weakens bends and joints in the pipelines causing pipe segments to leak or separate
- (2) excess flow builds up in manholes causing them to overflow

No pipes exceed 100% full. No pipes exceed their design capacity

No improvements are recommended concerning existing maximum pipe depth to diameter ratio.



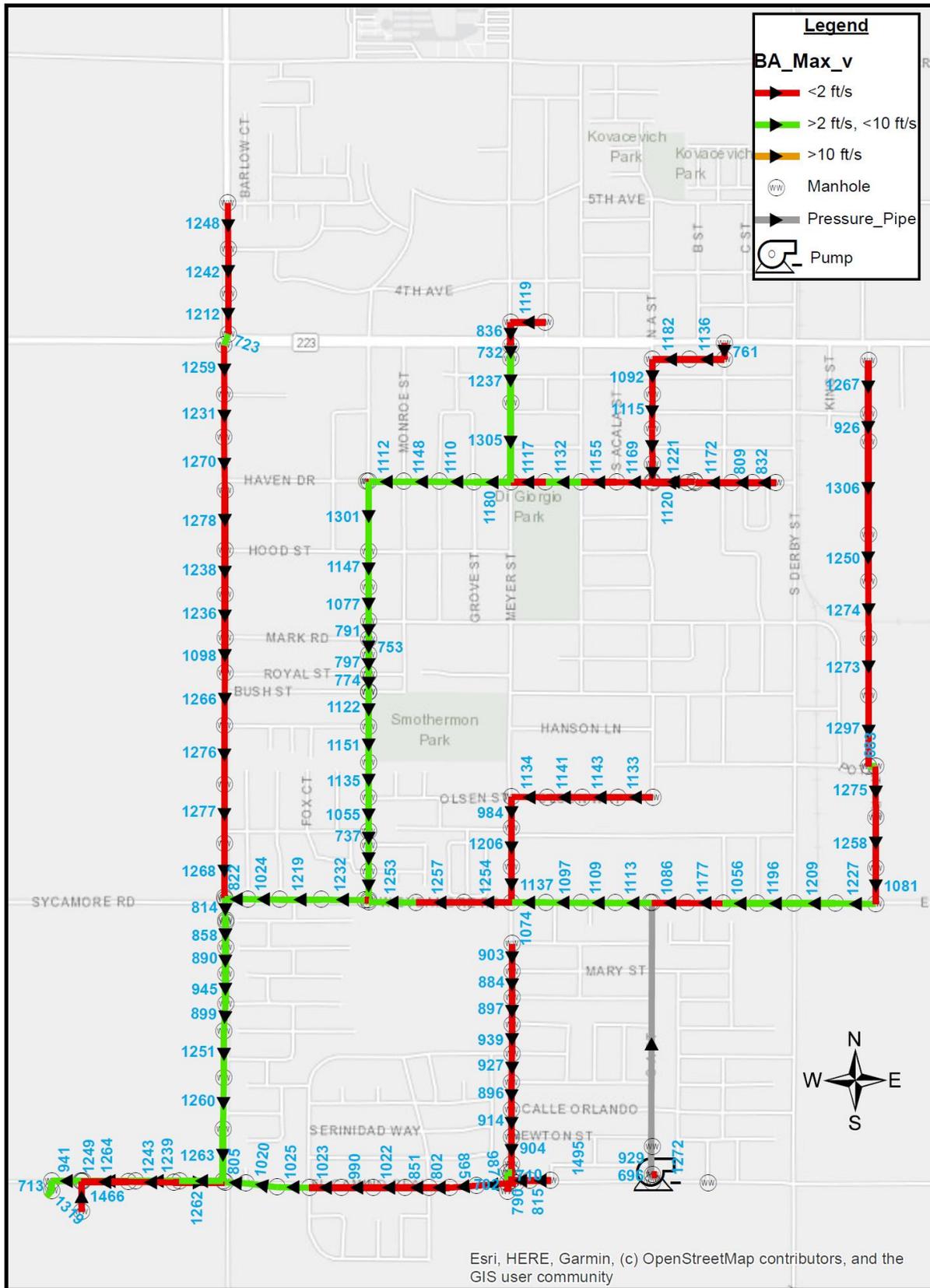
## 5.5. – Modeling Results for Build-Out Conditions

### 5.5.1. – Build-Out Average Conditions – Minimum Velocity

Under build-out average flow conditions, pipes that do not meet the minimum velocity criterion of 2 fps are shown in red in Figure 5.5. The minimum velocity constraint is intended to assure pipes are self-cleaning. At velocities below two feet per second, solids tend to accumulate on the bottom of the pipe, which may lead to blockage and overflow.

Approximately 58% of the pipes in the model cannot achieve the minimum velocity. These pipes are candidates for size reduction when determined to be replaced due to age and condition.

Figure 5.5 – Build-Out Average Conditions: Minimum Velocity Constraint



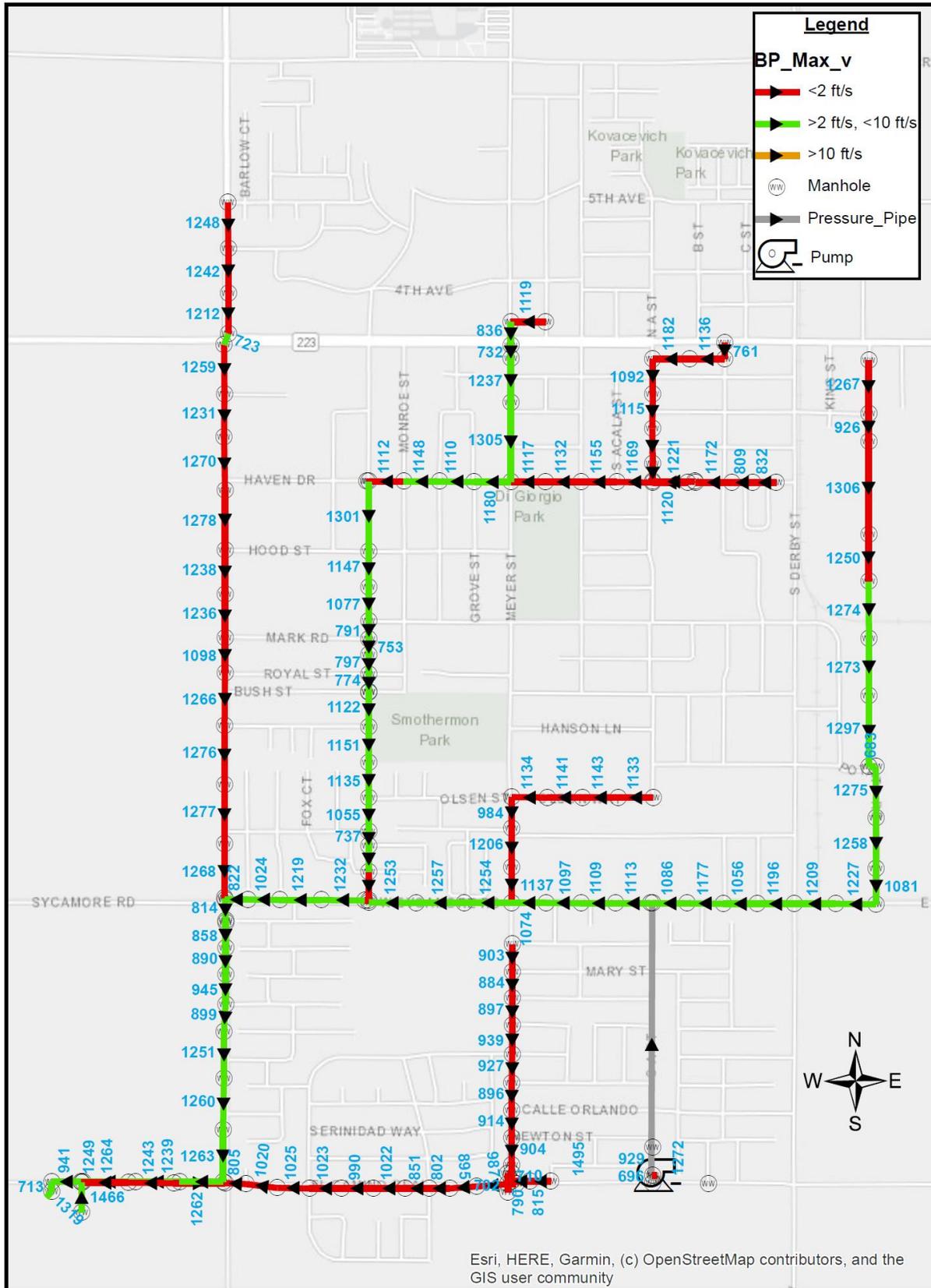
Attachment: Part1of3\_Arvin Sewer Master Plan - Volume 1 (Public Hearing: Approval of Sewer Master Plan and Adopting Mitigated Negative

### 5.5.2. – Build-Out Peak Conditions – Maximum Velocity

Under build-out peak flow conditions, pipes that exceed the maximum velocity of 10 fps are shown in orange in Figure 5.6. The maximum velocity constraint is intended to reduce the likelihood of pipe failure due to the momentum of the flowing wastewater. At velocities above ten feet per second, stress at bends or joints may cause pipe segments to separate.

No pipes exceed the maximum velocity constraint under build-out conditions.

Figure 5.6 – Build-Out Peak Conditions: Maximum Velocity Constraint



Attachment: Part1of3\_Arvin Sewer Master Plan - Volume 1 (Public Hearing: Approval of Sewer Master Plan and Adopting Mitigated Negative

### 5.5.3. – Build-Out Peak Conditions – Maximum Depth Constraint

Under build-out peak flow conditions, pipes that exceed the maximum depth to diameter ratio of 0.5 are shown in red. The maximum design capacity of a pipe 12 inches in diameter or less is half-full and the design capacity of a pipe greater than 12 inches in diameter is three-quarters-full. As pipes approach 100% full, the flow characteristics change from gravity flow to pressurized flow. Under pressurized flow conditions, (1) excess pressure weakens bends and joints in the pipelines causing pipe segments to leak or separate, and (2) excess flow tends to build up in manholes causing them to overflow.

28% of pipes exceed their design capacity. All of these pipes are located in Potato Road and Sycamore Road. The pipes highlighted in pink exceed 100% full, and the pipes highlighted in yellow are between 75% full and 100% full.





**5.6.1. – Recommendation for Potato-Sycamore Alignment**

At build-out, development of the area designated for light industrial, heavy industrial and estate residential land uses located generally northeast of the intersection of Derby Street and Sycamore Road will generate wastewater at a rate that exceeds the capacity of the existing trunklines highlighted in Figure 5.8. We understand this area is not currently scheduled for development and is not anticipated for development within the next 20 years. In the event development of this area proceeds more quickly, additional study will be required to determine (1) the wastewater generation rates of the specific industries and residential densities to be included and (2) the best course of action for the City.

The capacity of the Potato-Sycamore Alignment is constrained by a segment of pipe in Sycamore Road between Kovacevich Street and Stockton Avenue with the following hydraulic characteristics:

- Diameter: 10 inches
- Slope: 0.0017
- Manning Number: 0.013

Per the hydraulic model, the peak loading on this pipe under existing conditions is approximately 236,000 gallons per day.

Applying Manning’s Equation for gravity pipe flow, the design depth to diameter ratio of 0.75 is approximately 532,000 gallons per day.

This implies that the loading on the Potato-Sycamore Alignment can increase by 125% over current use before exceeding the design depth to diameter ratio.

$$\frac{Q_{allowable} - Q_{existing}}{Q_{existing}} = \frac{532,000 - 236,000}{236,000} \cong 125\%$$

The surplus loading is equivalent to about 87,000 gallons per day of average wastewater generation (Note that modeling considers the peak flow, not the average flow). That is sufficient capacity to support a population increase in the subject area of about 1,880 people. Future growth in this area will likely be a mixture of residential, light industrial and heavy industrial land use, so a more sophisticated estimate of average wastewater generation will be required.

Monitor growth northeast of the intersection of Derby Street and Sycamore Road. Interested developers should prepare a sewer study to determine future wastewater generation. That wastewater generation should be verified and modeled to determine whether the capacity of the Potato-Sycamore Alignment is sufficient and, if not, what type of mitigation is required.

**5.6.2. – Recommendation for the West Sycamore Alignment**

There are no known development projects that are anticipated to result in an exceedance of design capacity at a depth to diameter ratio of 0.75 within the next 20 years with the exception of the 15-inch trunkline in Sycamore Road between Walnut Drive and Comanche Drive. Generally, all wastewater generation northeast of the intersection of Sycamore Road and Walnut Drive as well as the discharge from the lift station are directed to this trunkline. Approximately 90% of all wastewater generation passes through this 15-inch diameter pipe.

The capacity of the West Sycamore alignment is constrained by a segment of pipe in Sycamore Road between Villa Drive and Comanche Drive with the following hydraulic characteristics:

- Diameter: 15 inches
- Slope: 0.0033
- Manning Number: 0.013

Per the model, the peak loading on this pipe under existing conditions is approximately 2,131,000 gallons per day at a depth to diameter ratio of 0.72.

Applying Manning’s Equation for gravity pipe flow, the design capacity at a depth to diameter ratio of 0.75 is approximately 2,187,000 gallons per day.

This implies that the loading on the West Sycamore alignment can increase by only 2.6% over current use before exceeding the design depth to diameter ratio.

$$\frac{Q_{allowable} - Q_{existing}}{Q_{existing}} = \frac{2,187,000 - 2,131,000}{2,131,000} \cong 2.6\%$$

**Based on the projected population growth rate and corresponding increase in wastewater generation, the design capacity of the West Sycamore alignment will be exceeded within five years.**

Per the hydraulic model, the build-out loading on the West Sycamore alignment is approximately 2,583,000 gallons per day at a depth to diameter ratio of 0.839. This exceeds the design depth to diameter ratio.

Assuming replacement at a similar slope with a single pipe, the new diameter should be 20 inches or larger.



The following options will mitigate the undersized sewer main in the West Sycamore alignment.

#### **Option 1**

Replace approximately 1,320 feet of existing 15-inch sewer in Sycamore Road between Walnut Drive and Comanche Drive with new 24-inch pipe.

#### **Option 2**

Install approximately 1,320 feet of 18-inch sewer parallel to the existing 15-inch sewer in Sycamore Road between Walnut Drive and Comanche Drive.

#### **Option 3**

Divert existing and future loading via a new sewer and lift station to serve areas east of Derby Street and south of El Camino Real to reduce the load on the subject pipe. This would be a developer-driven project.

#### **Option 4**

Install a new 1,300-foot force main from the pump station at the intersection of El Camino Real and A Street to the intersection of El Camino Real and Meyer Street. This would reduce the loading in West Sycamore Road and delay the need for more capacity.

### **5.7. – Hydraulic Requirements for New Development**

Over the next 20 years, five known developments are anticipated to be connected to the City's wastewater collection system. In addition, there will likely be infill and densification projects whose specific locations are not known at this time. Per Table 4.3, wastewater generation is anticipated to increase by 0.5 MGD to a total of 1.6 MGD by 2040.

In general, new development over the next 20 years north of El Camino Real and west of A Street can be supported by the existing collection system, and new development south of El Camino Real and east of A Street will require major new backbone sewer infrastructure. The primary elements of the new infrastructure include a trunkline in Millux Road flowing west to Comanche Drive and a pump station in the vicinity of the intersection of Millux Road and Comanche Drive discharging via a force main north to El Camino Real.

This concept is discussed in more detail in the CIP.

## Chapter 6 – Condition Assessment

### 6.1. – General Background

Condition assessment is primarily concerned with system performance. Infrastructure has a limited practical service life. In the case of sewer pipes and manholes, materials tend to deteriorate over time due to exposure to wastewater from the inside and exposure to the environment from the outside.

Wastewater is corrosive and abrasive to the pipe interior. Over time, corrosion and abrasion can wear away the pipe material to a point of structural failure. Exposure of the exterior of a pipe to the environment includes contact with corrosive soil and subsurface water associated with water table fluctuation and infiltration of precipitation and runoff from irrigation or agricultural. Deterioration makes a pipe vulnerable to failure, and failure may result a service outage or an overflow.

Pipes are also subject to physical damage or displacement. A gravity flow sewer relies on precise design and construction. A broken or displaced pipe will disrupt the normal flow of wastewater. Examples of physical processes that may lead to obstruction of flow and eventually pipe failure include differential settling, poor construction technique, excessive traffic load, accidental contact during excavation, use of heavy equipment above or near the pipe alignment and root intrusion. A major concern for the City are pipes located in alleys, which may be exposed to all of the physical processes described above in addition to deterioration.

In the case of the pump station, normal usage causes mechanical system to wear. Excessive wear makes pump station components vulnerable to mechanical failure. The pump station design includes redundancy, so the failure of single component will not result in a service outage. However, a mechanical failure must be corrected immediately to restore redundancy. The goal of condition assessment is to identify and mitigate the likelihood of system failure.

### 6.2. – Pump Station Assessment

#### 6.2.1. – Methodology

The pump station was inspected by the following methods: review of engineering drawings, review of maintenance reports, review of telemetry records, site inspection, discussion with Veolia staff. A complete inspection report is provided in Appendix B.

##### 6.2.1.1. – Review of Engineering Drawings

Engineering drawings were reviewed to gain an understanding of the pump station layout, design and capacity.

#### 6.2.1.2. – Review of Maintenance Reports

Maintenance reports were reviewed to gain an understanding of work performed on the pump station since its installation.

#### 6.2.1.3. – Review of Telemetry Records

Telemetry records were reviewed to gain an understanding of operational control and typical run time of the pumps.

#### 6.2.1.4. – Site Inspection

The pump station was inspected by an engineer during a routine cleaning so every part of the station could be visually accounted for. Operators provided feedback on pump station performance during the inspection.

### 6.2.2. – Determination

Pumps should be rewound or replaced on a 7-year basis, as needed based on pump performance.

No growth is anticipated to impact the pump station, so increasing capacity is not a concern.

The pump station is well monitored and well maintained. Electrical and control elements should last beyond the 20-year planning horizon of this Sewer Master Plan.

The pump station is near and up gradient to several large undeveloped areas south of El Camino Real. It is likely that new development south of El Camino Real will require new trunklines and a new pump station. **The City should consider decommissioning the existing pump station in favor of a new larger pump station to be sited and constructed as needed to support development in the southern portion of the City.** For this reason, improvements to the existing pump station should be limited to meeting near-term needs. These near-term needs include motor rewinding and motor replacement on a regular basis. The exact timing of motor rewinding and motor replacement will depend on a drop in pump efficiency. Over the course of the next 20 years, each pump is anticipated to require rewinding twice and replacement once.

### 6.3. – Pipeline Assessment

#### 6.3.1. – Methodology

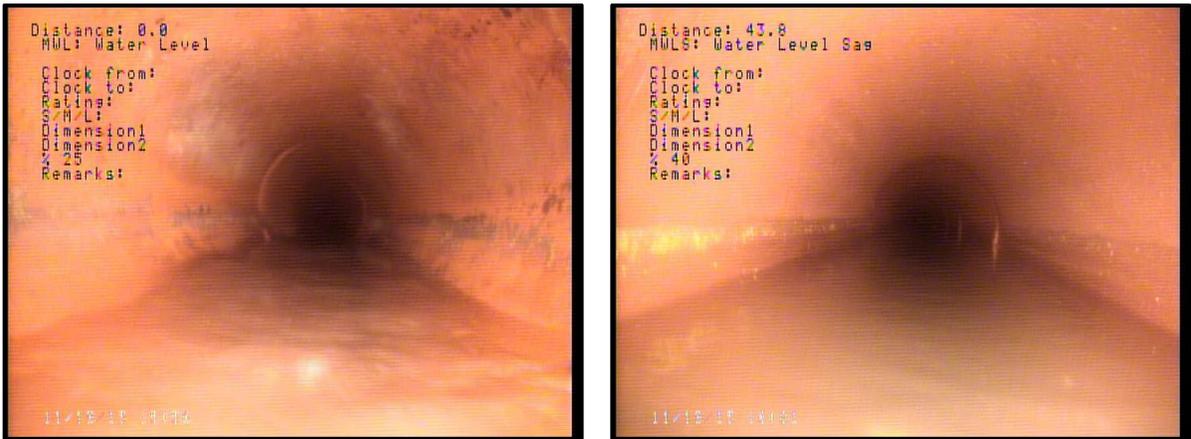
The condition of a pipe is assessed by a NASSCO<sup>9</sup> certified engineer. The engineer makes a determination about a suitable course of action based on the assessment. There are four possible outcomes: replacement, lining, spot repair or do nothing.

##### 6.3.1.1. – Replacement

Pipes that have already failed or that exhibit structural damage are candidates for replacement. Replacement means the old pipe is removed or abandoned in place and a new pipe is installed to take its place. Replacement is typically recommended for the entire length of a pipe reach (i.e. the pipe connecting two manholes).

Figure 6.1 shows a view of the same pipe upstream and downstream of a sag. This pipe sag is located in Haven Drive east of Santa Rosa Street. The sag causes pipe velocity to slow and depth to increase at the low point of the sag interfering with normal flow. This pipe is vulnerable of exceeding the design depth to diameter ratio of 0.75 under peak condition making is susceptible to overflow.

**Figure 6.1 – Example of Pipe Recommended for Replacement**



<sup>9</sup> NASSCO = National Association of Sewer Service Companies

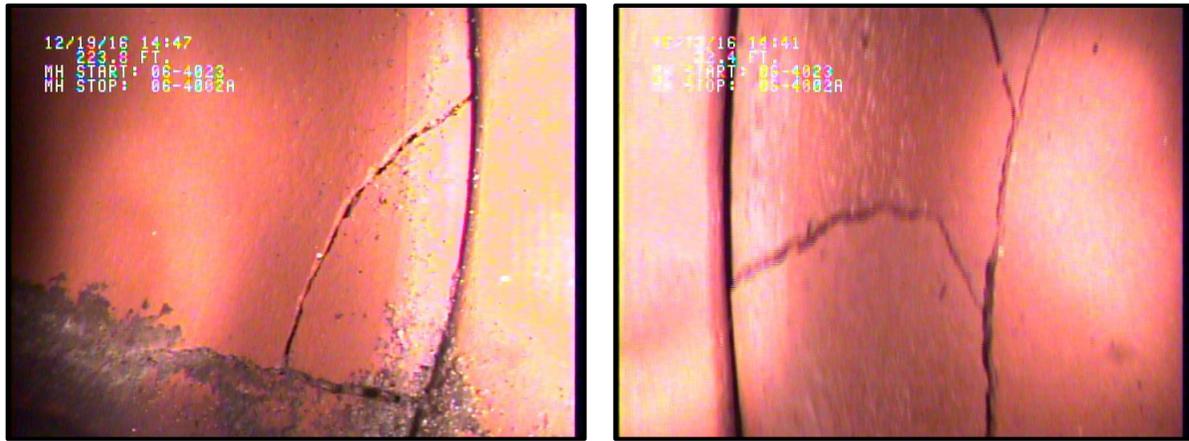
### 6.3.1.2. – Lining

Pipes that show deterioration to a point they can no longer function as designed but are still structurally sound and aligned are candidates for lining. Lining greatly extends the service life of the existing pipe while minimizing excavation.

A common form of lining is cured in place pipe (CIPP) in which a malleable pipe infused with resin is inserted inside the existing pipe and filled with steam or hot water. The lining takes the shape of the interior of the existing pipe.

Figure 6.2 shows two instances in the same pipe of cracking at the joint. The pipe also shows minor deterioration but no structural or alignment defect. This pipe is located in S. Hill Street immediately southwest of Di Giorgio Park. Lining will prevent continued cracking at the joints, which may otherwise lead to a collapse is not addressed.

**Figure 6.2 – Example of Pipe Recommended for Lining**



6.3.1.3. – Spot Repair

Some pipes have localized defects such as cracks or root intrusion. If left unchecked, these defects may leads to more serious problems or even failures. Spot repair is recommended to address these localized defects while leaving the rest of the pipe alone.

A spot repair is limited to only the defective portion of a pipe. A sewer pipe typically consists of a number of pipe segments fitted together end to end. To perform a spot repair, a limited excavation is made to expose the defective pipe segments, which are removed and replaced with new pipe segments. CCTV helps to pin-point the location and nature of the defect and the number of impacted pipe segments, making spot repair an efficient rehabilitation method. Precise locations and photographs of defects recommended for spot repair are provided in the appendices associate with capital projects.

Figure 6.3 shows two examples of broken pipes with soil entering the system. The pipe on the left is located in Monroe Street between Hood Street and Haven Drive. The pipe on the right is located in Monroe Street south of Big Bear Boulevard. Although the breaks are severe, they are localized so only a small repair is required.

Figure 6.3 – Examples of Pipes Recommended for Spot Repair



#### 6.3.1.4. – Do Nothing

Pipes that would not significantly benefit from repairs over the next 20 years are not recommended for mitigation.

Figure 6.4 shows a pipe in good condition with no visible defects and no sagging. This pipe is located in La Rosa Avenue west of Vista Avenue.

**Figure 6.4 – Example of Pipe in Good Condition**



### 6.3.2. – Prioritization of Review

All pipes in the collection system are maintained by Veolia who has them assessed on a regular basis by a NASSCO certified technician. A remote camera is inserted into a pipe via a manhole. It videos the interior of the length of the pipe to the next manhole where it is retrieved; this distance is called a reach. Any defects noted on the video are recorded and assigned a score by the technician per NASSCO standards. A reach with a high score tends to indicate a pipe with multiple defects. Such a pipe may fail in time if the defects are not repaired.

Of the entire existing collection system, 25% of the pipes were reviewed. The goal was to review those pipes most likely to require improvement over the next 20 years.

Three concepts went into the prioritization of the 25%: hot spots, pipes receiving high NASSCO scores for defects, and older original reinforced concrete pipes.

As of this writing, there is a high level of confidence that these pipes have the highest likelihood of failure in the entire collection system. It is recommended to update the prioritization in ten years based on the most current available information to account for changes in system performance.

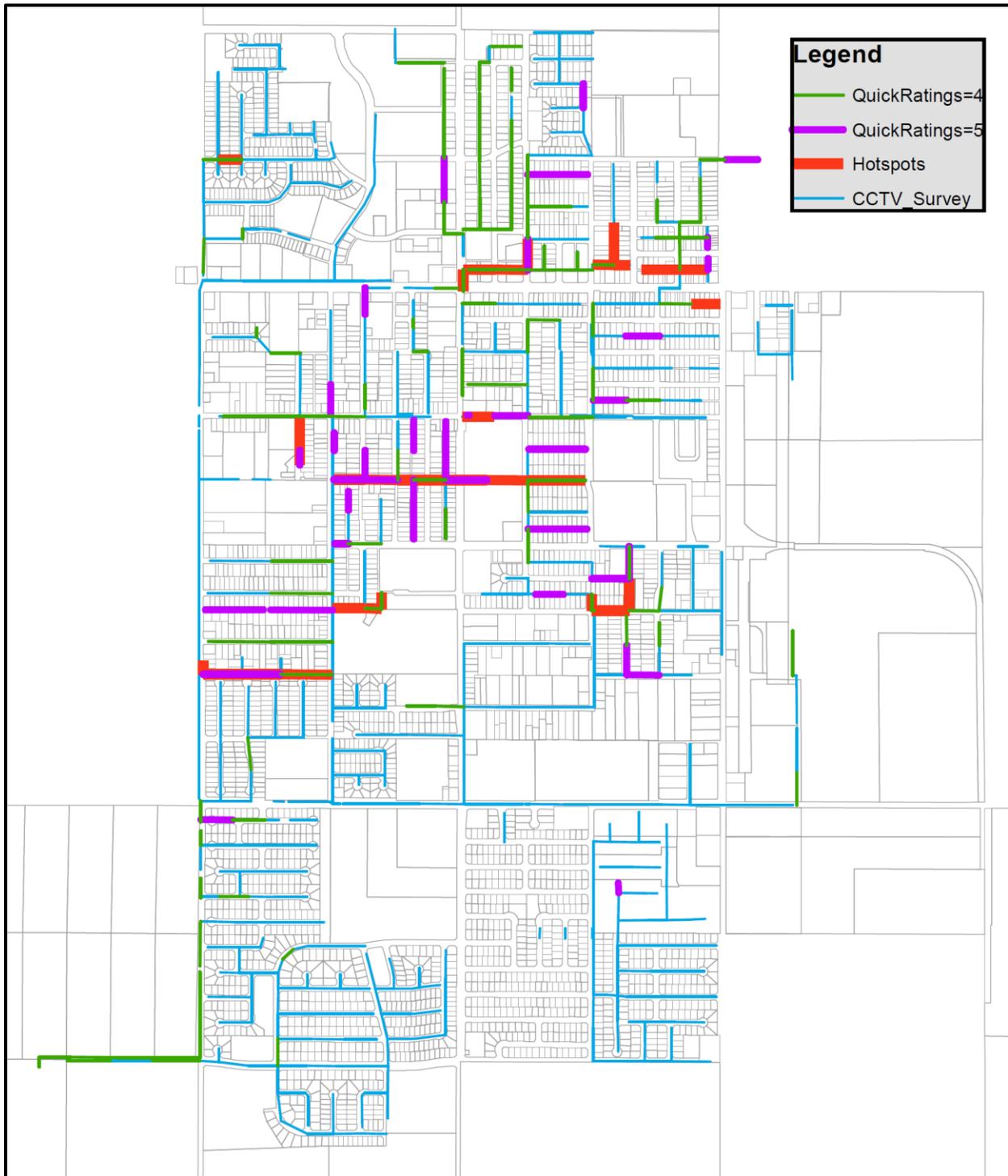
#### 6.3.2.1. – Hot Spots & High NASSCO Scores for Defects

Some pipes are known to operators to be deficient (aka Hot Spots). These pipes require a higher than average amount of maintenance to keep them operational.

Figure 6.5 shows the locations of hot spots and reaches receiving a NASSCO Quick Rating<sup>10</sup> of 4 or 5.

<sup>10</sup> Quick Rating is a scoring system developed by NASSCO to indicate the severity of a defect found via CCTV. A rating of 5 indicates a defect recommended for mitigation within 5 years, and a rating of 4 indicates a defect recommended for mitigation within 10 years.

Figure 6.5 – Hot Spots and Quick Ratings



Not surprisingly, there is significant overlap between the Hot Spots and the Quick Ratings.

### 6.3.2.2. – Older Original Reinforced Concrete Pipes

Original reinforced concrete pipes, generally located in the northeastern portion of the City, have exceeded the recommended service life for their material. The Army Corps of Engineering recommends a design service life of 70 to 100 years for concrete pipe, and the City's original concrete pipes are at least 80 years old.

Figure 6.6 is a map showing pipe materials. Pipes designated as CP (Concrete Pipe) and RCP (Reinforced Concrete Pipe) are generally located within the red box in the oldest part of the City. Table 6.1 provides a breakdown of all pipes by material and diameter.

**Table 6.1 – Pipe Material Breakdown**

Diameter (inches)	CP (feet)	CT (feet)	PVC (feet)	RCP (feet)	VCP (feet)	Unknown (feet)	Total (feet)	Percentage of System
6	0	4,170	2,810	0	10,720	3,310	21,010	10%
8	12,250	3,610	48,160	2,550	41,330	24,010	131,910	66%
10	0	0	3,810	160	7,410	4,370	15,750	8%
12	0	1,250	2,640	230	2,850	1,410	8,380	4%
15	0	3,460	4,750	0	9,160	210	17,580	9%
18	0	0	1,370	0	4,380	0	5,750	3%
Total	12,250	12,490	63,540	2,940	75,850	33,310	200,380	100%
Percentage of System	6%	6%	32%	1%	38%	17%	100%	

CP = concrete pipe

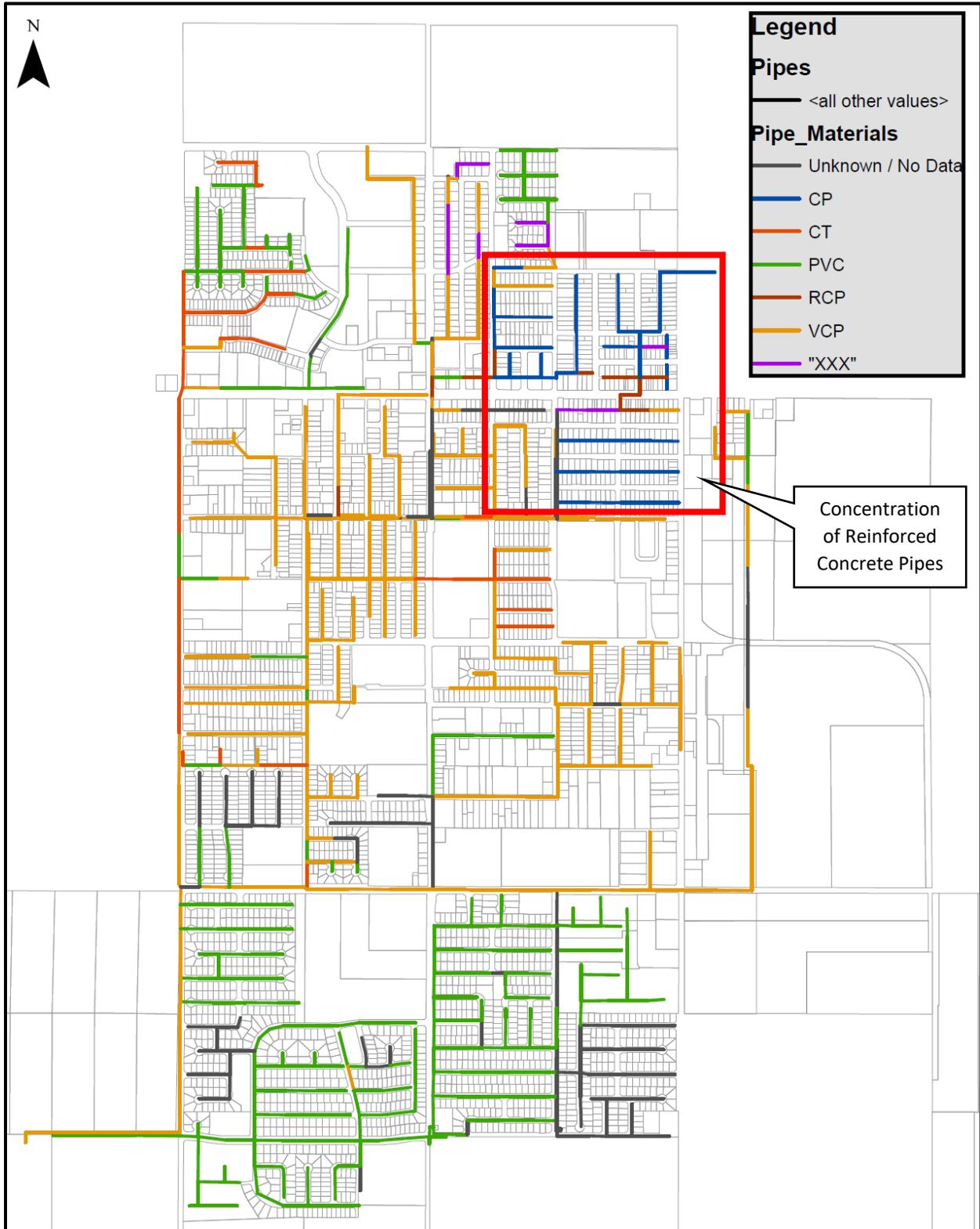
CT = clay tile

PVC = polyvinyl chloride

RCP = reinforce concrete pipe

VCP = vitrified clay pipe

Figure 6.6 – Pipe Material

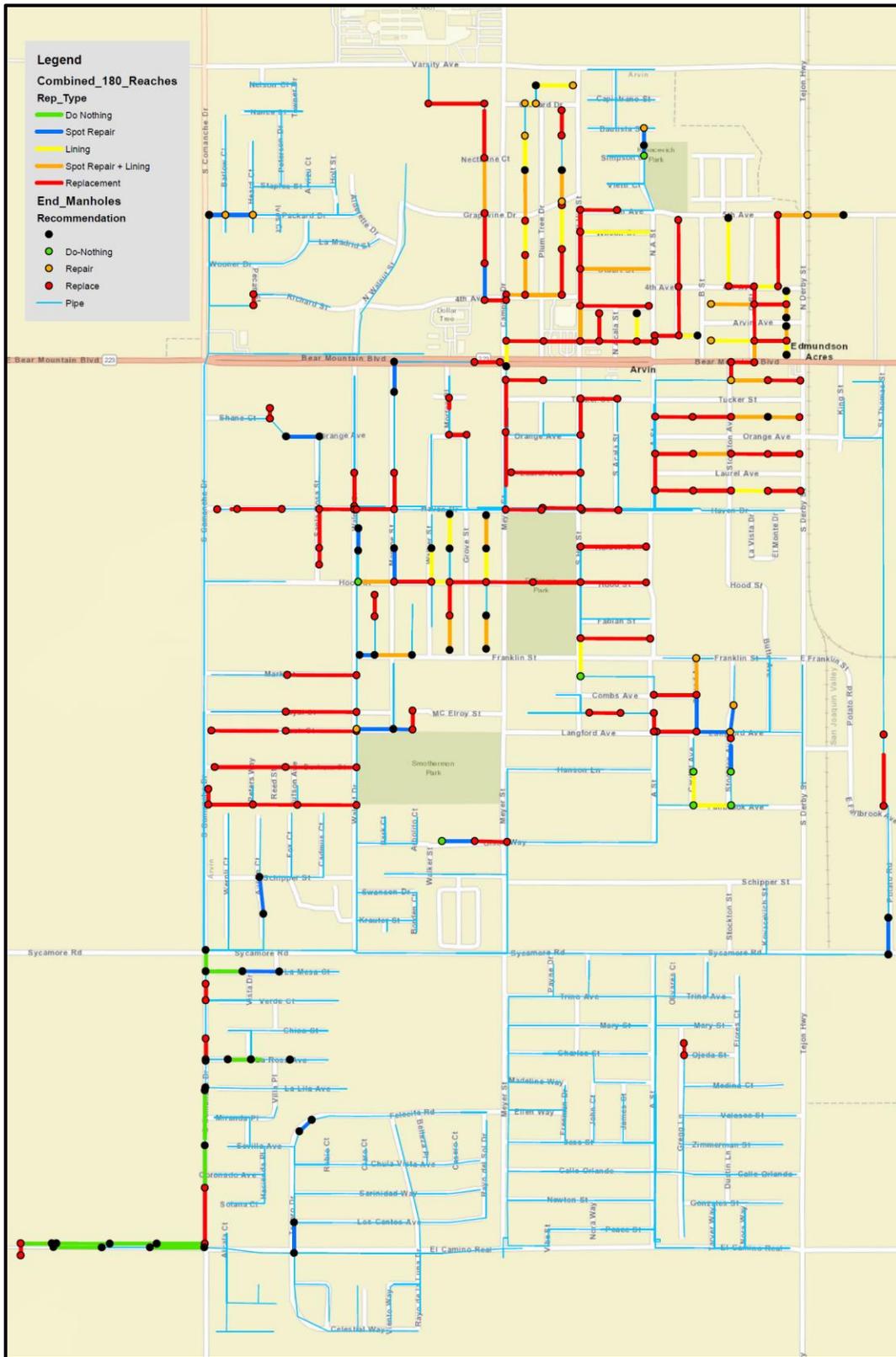


### 6.3.3. – Reaches Reviewed

From these sets of high-priority pipes (i.e. hot spots, older reinforced concrete pipe and high NASSCO scores), 180 reaches were selected for detailed review.

Figure 6.7 shows the location of the 180 reaches that were reviewed and the recommended course of action based on those reviews.

Figure 6.7 – Recommendations for Reviewed Pipes and Connecting Manholes



## 6.4. – Manhole Assessment

### 6.4.1. – Hazard Planning

Prior to being deployed for manhole inspection, the Harris field engineering team underwent NASSCO certification and safety training.

Each two-man crew included at least one inspector who has completed the NASSCO Manhole Assessment and Certification Program (MACP).

Based on the requirements of the inspection process and the local conditions, a Project Hazard Analysis was prepared and inspectors attended a manhole inspection safety review meeting to make them aware of the potential hazards. The Project Hazard Analysis is provided in Appendix C.

### 6.4.2. – Methodology

The condition of a manhole is assessed by a NASSCO certified engineer. For purposes of this sewer master plan, the Harris field engineering team conducted NASSCO Level1 manhole inspections: a 20-point inspection including visual assessment from outside the manhole and video assessment of the interior of the manhole. The engineer makes a determination about a suitable course of action based on the assessment. There are three possible outcomes: replacement, repair or do nothing.

#### 6.4.2.1. – Replacement

Manholes that have already failed or that exhibit structural damage are candidates for replacement. Replacement means the old manhole is removed and a new manhole is installed to take its place. Figure 6.12 shows one of the older brick construction manholes in the northeast portion of the City, which is recommended for replacement due to severe deterioration and compromised structural integrity.

**Figure 6.8 – Example of Manhole Recommended for Replacement**



#### 6.4.2.2. – Repair

Manholes that show deterioration or defects but are still structurally sound are candidates for repair. Figure 6.13 shows a manhole with a moderate deterioration.

**Figure 6.9 – Example of Manhole Recommended for Repair**



Manhole repair is aimed at separating the sewer system from the environment in terms of eliminating ingress and egress. Water leaking into the manhole from outside may increase the load on the WRP, which impacts treatment efficiency. Wastewater leaking out of the manhole may adversely impact the local aquifer. Cracks, holes and gaps in joints between manhole components are filled with grout and coated with a sealant. If necessary, the soil surrounding the manhole is stabilized with engineered fill and the pavement surrounding the rim is replaced.

6.4.2.3. – Do Nothing

Manholes that would not significantly benefit from repairs over the next 20 years are not recommended for mitigation. Figure 6.14 shows a manhole in good condition.

Figure 6.10 – Example of Manhole in Good Condition

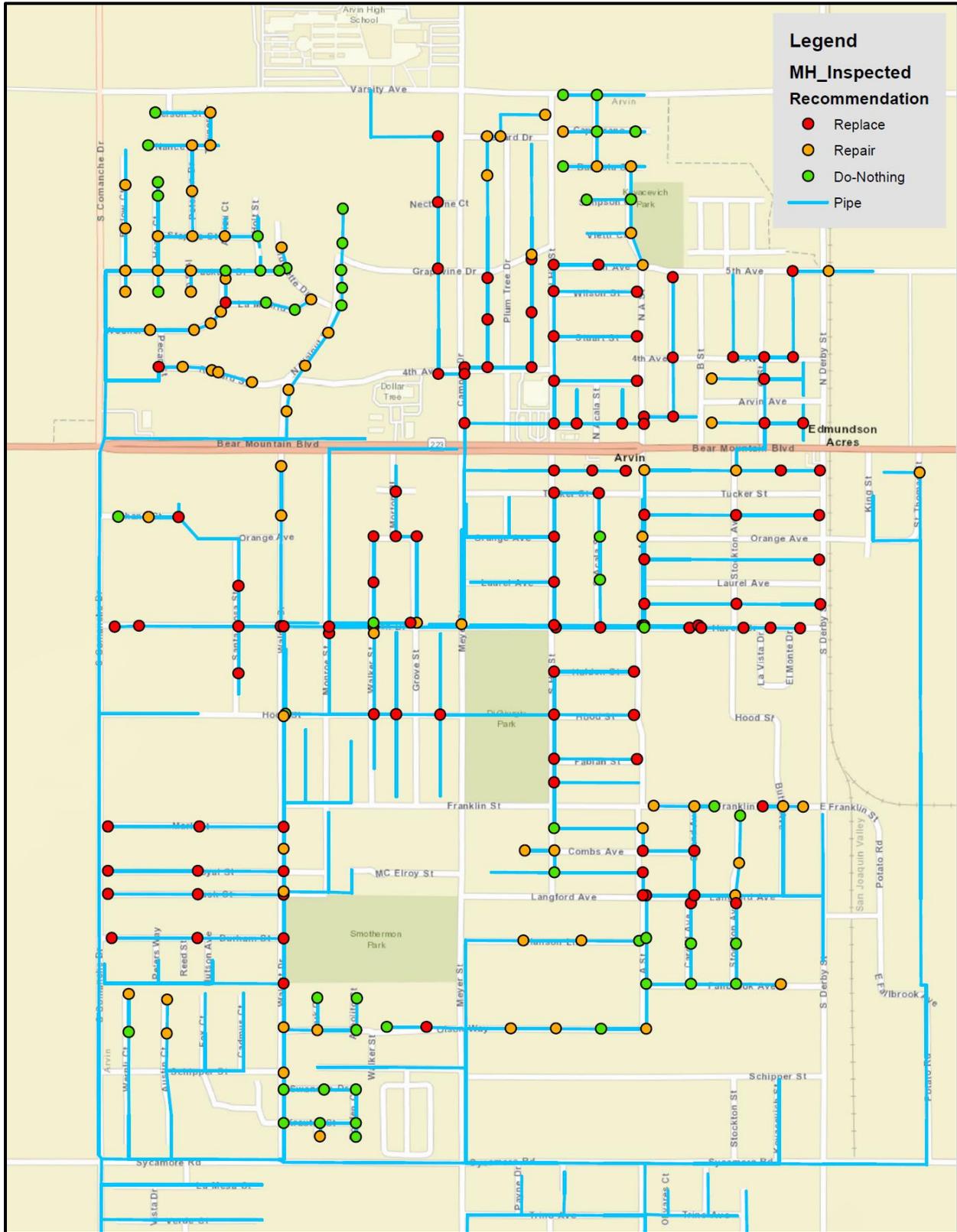


6.4.3. – Coverage and Inspection Results

Manholes north of Sycamore Road were targeted for inspection. Manholes south of Sycamore Road are relatively new and were determined unlikely to exhibit deterioration or structural defects at this time. Most manholes north of Sycamore Road were visually inspected; however, some inspections were deferred for safety reasons. High traffic areas including Bear Mountain Boulevard and Comanche Drive were deferred. Manholes in certain alleyways were determined to be inaccessible when the inspection team attempted to locate them. For capital budgeting purposes, a statistical analysis was conducted to estimate the number of manhole replacements and repairs the City should anticipate out of the manholes north of Sycamore Road that were not visually accounted for. Refer to the project titled *Stand-Alone Manhole Repair and Replacement* in Chapter 7 for the results of the statistical analysis.

Figure 6.11 provides a map of the manhole inspection and the recommendation for each.

Figure 6.11 – Results of Manhole Inspections



#### 6.4.3.1. – Replacement

Manholes that have already failed or that exhibit structural damage are candidates for replacement. Replacement means the old manhole is removed and a new manhole is installed to take its place. Figure 6.12 shows one of the older brick construction manholes in the northeast portion of the City, which is recommended for replacement due to severe deterioration and compromised structural integrity.

**Figure 6.12 – Example of Manhole Recommended for Replacement**



#### 6.4.3.2. – Repair

Manholes that show deterioration or defects but are still structurally sound are candidates for repair. Figure 6.13 shows a manhole with a moderate deterioration.

**Figure 6.13 – Example of Manhole Recommended for Repair**



#### 6.4.3.3. – Do Nothing

Manholes that would not significantly benefit from repairs over the next 20 years are not recommended for mitigation. Figure 6.14 shows a manhole in good condition.

**Figure 6.14 – Example of Manhole in Good Condition**



# Chapter 7 – Capital Improvement Program

## 7.1. – General Background

The Capital Improvement Program (CIP) is the culmination of the master planning process. The preceding chapters provide support for the recommendation of capital improvements necessary to ensure continuous uninterrupted sewer service to ratepayers and minimize the likelihood of overflows.

The CIP is intended to facilitate the preparation of a rate study to ensure adequate revenues for the wastewater collection and treatment system to continue operating as an enterprise entity, specifically with regard to capital investment.

With respect to Proposition 218 rules on benefit assessment, care was taken to separate investment in improvements intended to benefit existing ratepayers and improvements required to support future growth and development.

## 7.2. – Planning Level Cost Assumptions

Sewer replacement and rehabilitation projects from 2018 and 2019 for the City of Bakersfield, the Kern Sanitation Authority and the City of Shafter were used as a basis for cost estimating.

### 7.2.1. – Construction Costs

Construction costs represent labor and materials. For planning purposes, construction costs are calculated as a unit cost times a quantity. The construction costs for an individual project is often the sum of construction costs for a number of smaller project components.

Table 7.1 provides unit costs by pipe diameter for replacement, lining and spot repair.

**Table 7.1 – Pipe Unit Costs**

Diameter (inches)	Replacement (\$/foot)	Lining (\$/foot)	Spot Repair (\$/foot)
8	240	100	500
10	250	110	540
12	260	120	580
15	270	135	620
18	280	155	650
24	300	190	700

Table 7.2 provides unit costs for manhole improvements.

**Table 7.2 – Manhole Unit Costs**

Manhole Replacement (\$/manhole)	Manhole Repair (\$/manhole)
8,000	2,000

Table 7.3 provides unit costs for pump improvements.

**Table 7.3 – Pump Unit Costs**

Pump Replacement (\$/pump)	Pump Rewind (\$/pump)
20,000	10,000

### 7.2.2. – Soft Costs

Table 7.4 provides project cost escalation factors for soft costs.

**Table 7.4 – Soft Costs**

Factor	Percentage of Construction Costs
Engineering and Construction Management	25%
Contingencies	20%
Administrative	5%

Soft costs are presented as a percentage of construction costs.

- **Engineering and Construction Management** represents the cost of research, surveying, preliminary and final engineering design, and management of construction.
- **Contingencies** represent unknowns and unanticipated efforts and may include costs for permitting, processing easement requests, public outreach, stakeholder facilitation, environmental assessment, unforeseen site conditions during construction, and a wide variety of other expenses.
- **Administrative** represents the impact on City resources, which may include legal, finance, engineering review, bidding, project management, inspection, etc.

### 7.2.3. – Time-Based Cost Escalation

In project descriptions, total construction costs are provided in 2020 dollars. In the implementation schedule, total construction costs are escalated to reflect the cost at the time of procurement. For planning purposes, annual cost escalation is set at 3.1% based on a 10-year average of the Engineering News Record (ENR) construction cost index.

## 7.3. – Prioritization Methodology

### 7.3.1. – Development of Projects

Based on engineering judgment, recommended improvements for pipe capacity, pipe condition and manhole condition were arranged into logical projects considering proximity, similarity of recommended work, limiting disruption to the community, economies of scale and perceived urgency.

### 7.3.2. – Evaluation Parameters

A detailed project prioritization matrix is provided in Appendix V. The matrix provides a score and ranking for each project based on the parameters discussed below.

#### 7.3.2.1. – Nature of Deficiency and Mitigation

Consideration was given to the nature of deficiencies in terms of whether a pipe was identified as a hot spot, an older reinforced concrete pipe, or a high NASSCO Quick rating. Consideration was also given to the nature of the mitigation in terms of replacement, lining or spot repair for pipe and replacement or repair for manholes.

#### 7.3.2.2. – Likelihood of Failure

Likelihood of Failure (LOF) is related to the capacity and performance analyses conducted in this master plan. Based on Harris' engineering opinion and application of NASSCO standards, LOF represents the probability of a catastrophic failure that may result in a service outage or overflow.

#### 7.3.2.3. – Consequence of Failure

Consequence of Failure (COF) is related to the level of disruption a failure would cause to the community based on a review the number and type of ratepayers potentially impacted. Some pipes serve critical infrastructure such as government institutions and commercial zones that would severely disrupt the community if taken offline due to catastrophic failure. Some pipes serve a very large number of customers making them more critical than pipes serving only a few. These consequences also play a part in project prioritization.

#### 7.3.2.4. – Perceived Urgency

The perceived urgency is a combination of LOF and COF. The reasoning behind perceived urgency is provided for each project to justify prioritization and to assist with implementation of the capital improvement program as conditions evolve.



## 7.4. – Overview of Recommended Projects

The CIP is presented as two distinct sets of projects in the following subsections. The first set involves improvements recommended to address existing conditions. The second set involves improvements required to support future development. Projects are separated in this fashion to clearly identify the beneficiaries of the improvements.

Table 7.5 provides a summary of recommendations to address existing conditions.

**Table 7.5 – Improvements for Existing Conditions**

Improvements for Existing Conditions	Priority	Estimated Cost (2020 dollars)
Pump Rehabilitation and Replacement	As Needed	\$100,000
Comanche Drive Pipeline Project	High	563,000
West Smothermon Park Pipeline Project	High	2,221,000
Southwest Kovacevich Park Pipeline Project	High	2,429,000
A Street Pipeline Project	High	1,449,000
Campus Drive Alley Pipeline Project	High	890,000
Meyer Street Pipeline Project	Medium	1,563,000
Southeast Kovacevich Park Pipeline Project	Medium	1,829,000
West Di-Giorgio Park Pipeline Project	Medium	890,000
Haven Drive Pipeline Project	Medium	1,162,000
East Di Giorgio Park Pipeline Project	Low	1,231,000
Langford Avenue Pipeline Project	Low	639,000
Plum Tree Drive Alleys Pipeline Project	Low	985,000
Small Pipeline Replacement Projects	Low	588,000
Small Spot Repair Projects	Low	240,000
Stand-Alone Manhole Repair and Replacement	Low	1,869,000
<b>Total</b>		<b>\$18,648,000</b>

Table 7.6 provides a summary of future projects.

**Table 7.6 – Developer-Driven Improvements**

Future Projects	Estimated Cost (2020 dollars)
West Sycamore Road Pipeline Project	\$614,000
Millux Road Pipeline and Pump Station Project	4,948,000
Potato-Sycamore Alignment Economic Study	60,000
<b>Total</b>	<b>\$5,622,000</b>

## 7.5. – Projects to Address Existing Conditions

The subsections that follow present projects to address existing conditions. Sufficient detail is provided on each project to move directly into preliminary design. This level of detail is intended to facilitate implementation of the capital improvement program.

Each project includes the following elements:

### **Title**

Titles are intended to be concise and descriptive in nature. They include the general location of the project and the type of improvement.

### **Description**

Descriptions provide details regarding the location, type and quantity of work to be performed. The descriptions work in conjunction with the maps showing project extent.

### **Cost Estimate**

Based on the type and quantity of work to be performed, project costs are estimated by applying the planning cost assumptions provided in Section 6.1. Costs are given in 2020 dollars.

### **Justification**

Justifications provide the rationale for the recommended projects.

### **Perceived Urgency**

Discussions surrounding perceived urgency are an extension of the project justification and a description of the possible consequences of deferring project implementation.

### **Prioritization**

A brief statement based on relative perceived urgency. The projects are presented in this chapter in the order of perceived urgency from highest to lowest.

### **Reach Number Reference (if needed)**

The fundamental unit of a wastewater collection system is a reach: a portion of pipeline between two consecutive manholes. For ease of reference, reaches in each project map are numbered. Additional citation and identification of reference materials are provided in the indicated appendices. These materials are intended to facilitate preparation of bidding documents and communication with bidders.

### **Map Showing Project Extent (if needed)**

Maps taken from the GIS show the extent and detail of work to be performed. The maps work in conjunction with the descriptions.

### 7.5.1. – Pump Rehabilitation and Replacement

#### Description

Rehabilitate or replace pumps at the pump station, as needed. There are two pumps at the pump station. Over the course of the next 20 years, each pump is anticipated to require rehabilitation twice and replacement once.

#### Cost Estimate

\$100,000

#### Justification

Pumps lose efficiency as they wear. Mechanical infrastructure requires ongoing monitoring and maintenance. The pump station is designed with two pumps for redundancy. When a pump fails or cannot achieve adequate performance, it must be rehabilitated or replaced immediately while the second pump continues to operate.

#### Perceived Urgency

Redundancy is essential. If both pumps fail, emergency measures will need to be taken to provide temporary pumping until the station is restored to full operation.

#### Prioritization

The City should maintain a reserve fund for pump rehabilitation or replacement, which may occur at any time.

### 7.5.1. – Comanche Drive Pipeline Project

#### Description

The project is generally located in Comanche Drive between Sycamore Road and El Camino Real. Replace 1110 feet of existing 18-inch pipe with new 18-inch pipe, and replace 8 manholes as shown in Figure 7.1.

#### Cost Estimate

\$563,000

#### Justification

CCTV assessment of Reaches 1, 2, 3, and 4 revealed significant sagging, which impedes the normal flow of wastewater. It is unlikely that solids will accumulate at the sags due to relatively high velocity under average flow conditions; however, there is a possibility that the pipe will exceed 100% full at the sags under peak conditions. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

Manhole assessment revealed 8 manholes that would benefit from replacement at the same time the pipes are replaced.

#### Perceived Urgency

##### *Likelihood of Failure*

Hydraulic analysis reveals this trunkline exceeds the design depth to diameter ratio of 0.5 under existing flow conditions, which will only increase under future flow conditions. LOF is high.

##### *Consequence of Failure*

This trunkline carries over 90% of the City wastewater; a failure would be catastrophic to the system. COF is high.

##### *Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags are repaired. The magnitude of the potential overflow is very high. An overflow may result in temporary loss of service to 90% of the City's customers. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

#### Prioritization

This is a high priority project.

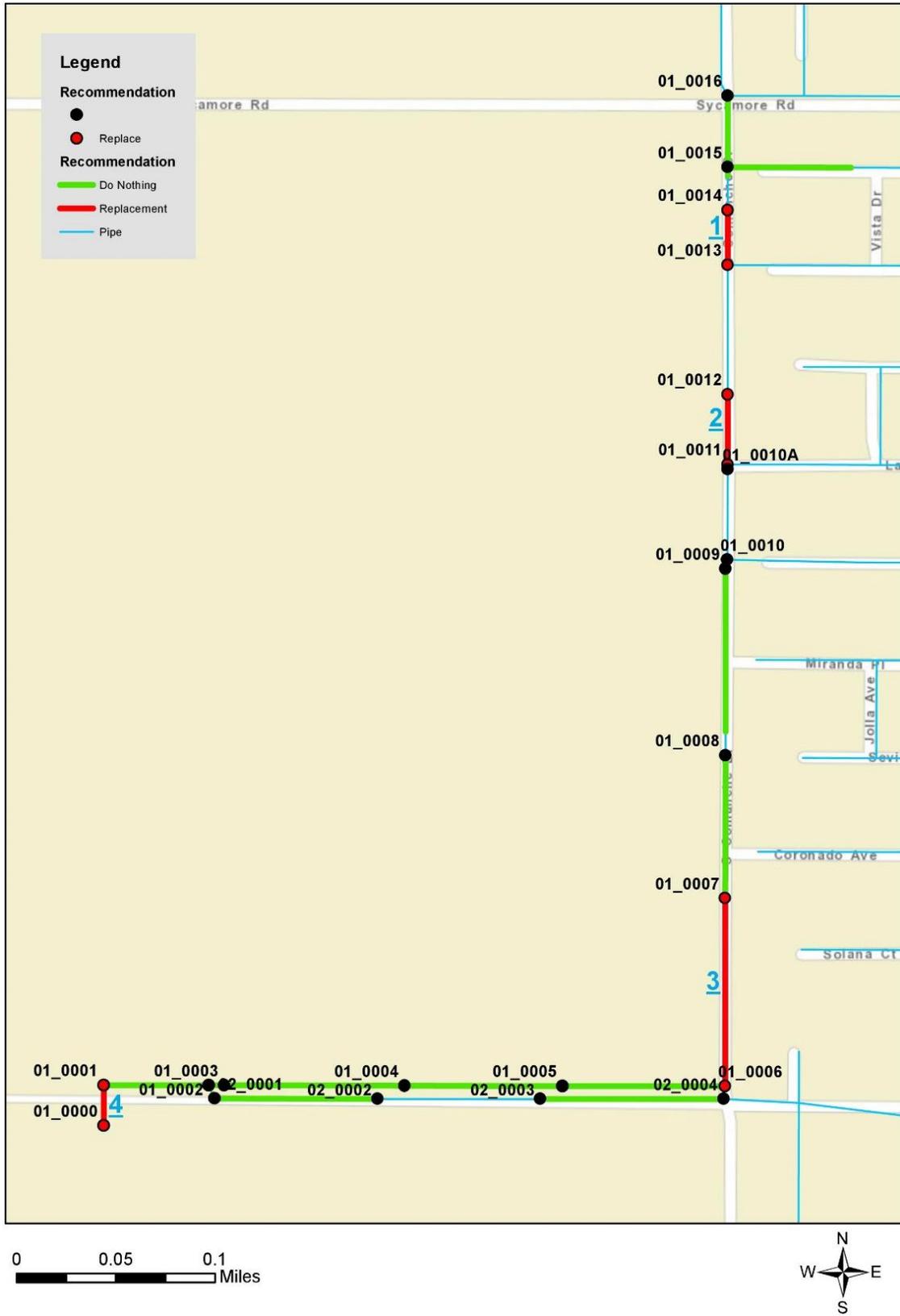
### Reach Number Reference

Table 7.7 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.1. Additional materials concerning project-related reaches and manholes are provided in Appendix O.

**Table 7.7 – Reaches for Comanche Drive Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	01-0014	01-0013
2	01-0012	01-0011
3	01-0007	01-0006
4	01-0001	01-0000

Figure 7.1 – Extent of Comanche Drive Pipeline Project



## 7.5.2. – West Smothermon Park Pipeline Project

### Description

The project is located west of Smothermon Park generally bounded by Mark Street on the north, Walnut Drive on the east, Comanche Drive on the west and the alley parallel to and south of Durham Street on the south with some additional pipes in and about Bush Street east of Walnut Drive. Replace 4004 feet of existing 6-inch pipe with new 8-inch pipe, replace 1976 feet of existing 8-inch pipe with new 8-inch pipe, spot repair 33 feet of existing pipe, replace 17 manholes, and repair 1 manhole as shown in Figure 7.2.

### Cost Estimate

\$2,221,000

### Justification

CCTV assessment revealed significant sagging in Reach 3, which impedes normal flow of wastewater. Accumulation of solids at the low point of the sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipe and restore normal flow.

No video was available for Reaches 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, and 13 due to impassible obstructions in the pipe. For planning purposes, replacement was recommended to be conservative.

CCTV assessment of Reach 4 revealed a localized sag and high depth to diameter ratio. CCTV assessment of Reach 5 revealed a severely offset joint. Spot repairs should be performed on these reaches to the correct the alignment of the pipes.

Manhole assessment revealed 17 manholes that would benefit from replacement at the same time Reaches 1, 2, 3, 6, 7, 8, 9, 10, 11 and 12 are replaced.

Manhole assessment of Manhole 03\_0014 revealed significant corrosion damage and should be repaired to extend its service life.

### Perceived Urgency

#### *Likelihood of Failure*

This project area has seven reaches that are known hotspots. Based on partial CCTV footage, several alignments appears to include sags and offset joints. LOF is high.

#### *Consequence of Failure*

This is a large area serving about 150 local residential customers. COF is moderate.

#### *Consequence of Not Implementing the Project*

Large portions of this project area are already known to be problematic and other portions cannot be videoed due to structural defects. The likelihood of an overflow will remain until the sags and structural defects are repaired. An overflow may result in

temporary loss of service to dozens of local customers. An overflow will result in violation of the City’s wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impacts of infill development.

**Prioritization**

This is a high priority project.

**Reach Number Reference**

Table 7.8 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.2. Additional materials concerning project-related reaches and manholes are provided in Appendix N.

**Table 7.8 – Reaches for West Smothermon Park Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	03-6014	03-0017
2	03-6005	03-0015
3	03-6009	03-6008
4	03-6008	03-6007
5	03-6007	03-0014
6	03-6003	03-0013
7	03-6004	03-6003
8	03-6001	03-0012
9	03-6002	03-6001
10	03-5001	03-0011
11	03-5003	03-5001
12	03-5005	03-5003
13	03-5006	03-5005

Figure 7.2 – Extent of West Smothermon Park Pipeline Project



### 7.5.3. – Southwest Kovacevich Park Pipeline Project

#### Description

The project is located southwest of Kovacevich Park generally bounded by 5<sup>th</sup> Avenue on the north, B Street on the east, Hill Street on the west and Bear Mountain Boulevard on the south with some additional pipes in and about Bear Mountain Boulevard west of Hill Street. Replace 227 feet of existing 6-inch pipe with new 8-inch pipe, replace 4361 feet of existing 8-inch pipe with new 8-inch pipe, replace 335 feet of existing 10-inch pipe with new 10-inch pipe, line 226 feet of existing 12-inch pipe with CIPP, line 1729 feet of existing 8-inch pipe with CIPP, perform spot repair on 83 feet of existing pipe, and replace 21 manholes as shown in Figure 7.3.

#### Cost Estimate

\$2,429,000

#### Justification

CCTV assessment revealed multiple sags, alignment issues and material deterioration in Reaches 7, 9, 10, 12, 14, 16, 18, 19, and 20, which impedes the normal flow of wastewater. Accumulation of solids at the low point of a sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reaches 1, 2, 4, 6, 13, 17, and 22 due to impassible obstructions in the pipe. For planning purposes, replacement was recommended to be conservative.

CCTV assessment of Reaches 5 and 8 revealed localized sagging, and material deterioration. Spot repairs are recommended to correct the alignment of the pipes, followed by CIPP lining to extend the service life of the pipes.

CCTV assessment of Reaches 3, 11, 15, and 21 revealed extensive cracking throughout the pipes and material deterioration. Full CIPP lining is recommended to extend the service life of the pipe.

Manhole assessment revealed 21 manholes that warrant replacement. Two of these manholes are severely deteriorated and show structural damage. Nineteen of these manholes would benefit from replacement at the same time Reaches 1, 2, 4, 6, 7, 9, 10, 12, 13, 14, 16, 17, 18, 19, 20 and 22 are replaced.

#### Perceived Urgency

##### *Likelihood of Failure*

Much of the infrastructure in the northeast portion of the City is very old and original. Seven of these reaches are hotspots, which require additional maintenance. Twelve are older reinforced concrete pipes, which have exceeded the average life cycle for this material. Most of these reaches are deteriorated and prone to failure. LOF is high.

##### *Consequence of Failure*



This project is large serving approximately 200 residential customers and 12 commercial customers immediately north of Bear Mountain Boulevard. Additional residential customers north of 5<sup>th</sup> Avenue are dependent on the trunklines in Hill Street and in the alley north of Bear Mountain Boulevard. A failure in Reaches 19, 20 and 21 would cause the most disruption to service. COF is moderate.

#### *Consequence of Not Implementing the Project*

The older reinforced concrete pipe may collapse. The likelihood of an overflow will remain until the sags are repaired. A collapse or overflow may result in temporary loss of service for hundreds of residential customers and a dozen commercial customers. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impact of infill development.

#### **Prioritization**

This is a high priority project.

#### **Reach Number Reference**

Table 7.9 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.3. Additional materials concerning project-related reaches and manholes are provided in Appendix F.

Table 7.9 – Reaches for Southwest Kovacevich Park Pipeline Project

Reach Number	Upstream Manhole	Downstream Manhole
1	07-2008	07-2007
2	07-2007	07-2005
3	07-2006	07-2005
4	07-2005	07-2003
5	07-2004	07-2003
6	07-2003	07-2001
7	07-2002	07-2001
8	07-2001	07-0006
9	07-4005	07-4004
10	07-4004	07-4002
11	07-4003	07-4002
12	07-4002	07-4001
13	07-4001	07-0009
14	07-0009	07-0009
15	07-3002	07-0008
16	07-0008	07-0007
17	07-3001	07-0007
18	07-0007	07-0006
19	07-0006	07-0005
20	07-0005	07-0004
21	07-0004	07-0003
22	03-9007	03-9006

Figure 7.3 – Extent of Southwest Kovacevich Park Pipeline Project



## 7.5.4. – A Street Pipeline Project

### Description

The project includes pipelines in three alleys that flow west to A Street generally bounded by Tucker Street on the north, Derby Street on the east, A Street on the west, and Haven Drive on the south. Replace 2611 feet of existing 8-inch pipe with new 8-inch pipe, replace 321 feet of existing 10-inch pipe with new 10-inch pipe, line 1268 feet of existing pipe with CIPP, perform spot repair on 106 feet of existing pipe, and replace 14 manholes as shown in Figure 7.4.

### Cost Estimate

\$1,449,000

### Justification

CCTV assessment revealed sagging and excessive pipe depth to diameter ratio in Reaches 3, 4, 5, 6, 8, 9, 10, 11, and 13, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sags may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

CCTV assessment of Reaches 1, 2, and 7 revealed localized sagging and significant material deterioration. Spot repairs are recommended to correct the alignment of pipes followed by CIPP lining to extend the service life of the pipes. **Reach 1 has a collapsed lateral causing debris to enter the pipe and should be spot repaired as soon as possible.**

CCTV assessment of Reach 12 revealed minor cracking and material deterioration throughout the pipe. Full CIPP lining is recommended to extend the service life of the pipe.

Manhole assessment revealed 14 manholes that would benefit from replacement at the same time Reaches 3, 4, 5, 6, 8, 9, 10, 11 and 13 are replaced.

### Perceived Urgency

#### *Likelihood of Failure*

Almost all of the reaches are highly deteriorated older reinforced concrete pipes that have exceeded the average service life for this material. LOF is high.

#### *Consequence of Failure*

This is a medium-sized project serving approximately 120 residential customers. Reach 9 is part of a critical trunkline serving the northeastern portion of the City. COF is moderately low for this area.

#### *Consequence of Not Implementing the Project*

The older reinforced concrete pipes may collapse. The likelihood of an overflow will remain until the sags are repaired. A collapse or overflow may result in temporary loss

of service for dozens of residential customers. An overflow will result in violation of the City’s wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration.

**Prioritization**

This is a high priority project.

**Reach Number Reference**

Table 7.10 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.4. Additional materials concerning project-related reaches and manholes are provided in Appendix H.

**Table 7.10 – Reaches for A Street Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	04-6004	04-6003
2	04-6003	04-6002
3	04-6002	04-6002A
4	04-6002A	04-6001
5	04-5004	04-5003
6	04-5003	04-5002
7	04-5002	04-5001
8	04-5001	04-0006
9	04-0006	04-0005
10	04-4001	04-0005
11	04-4002	04-4001
12	04-4003	04-4002
13	04-4004	04-4003

Figure 7.4 – Extent of A Street Pipeline Project



**7.5.5. – Campus Drive Alley Pipeline Project**

**Description**

The project is located in the alley west of Campus Drive between Varsity Avenue and Bear Mountain Boulevard. Replace 1634 feet of existing 8-inch pipe with new 8-inch pipe, line 198 feet of existing pipe with CIPP, perform spot repair on 135 feet of existing pipe, and replace seven manholes as shown in Figure 7.5

**Cost Estimate**

\$890,000

**Justification**

CCTV assessment revealed severe sagging in Reaches 1, 2, 4, and 6, which prevents normal flow of wastewater. Accumulation of solids at the low point of a sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

CCTV assessment revealed cracking and minor sagging in Reach 3. Spot repairs are recommended to correct the alignment of the pipe, followed by CIPP lining to reduce deterioration and extend the service life of the pipe.

CCTV assessment revealed minor sags in Reach 5. Spot repairs are recommended to correct the alignment of the pipe.

Manhole assessment revealed seven manholes that would benefit from replacement at the same time Reaches 1, 2, 4 and 6 are replaced.

**Perceived Urgency**

*Likelihood of Failure*

The sagging in all the reaches presents a moderate likelihood of overflow during peak flow conditions. LOF is moderate.

*Consequence of Failure*

This pipeline serves Arvin High School, Kern County Fire Station No. 54, the Community Services District Headquarters and Evergreen Arvin Healthcare Center. Loss of sewer service at these institutions and facilities would be disruptive to the entire City. COF is high.

*Consequence of Not Implementing the Project*

The likelihood of an overflow will continue to increase as the pipeline ages and wastewater generation increases due to growth. An overflow may result in temporary loss of service for multiple critical institutions and facilities, as well as a dozen residential customers on Campus Drive. An overflow will result in violation of the City’s wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.



Excessive costs for operations and maintenance associated with this pipeline will continue and may increase as a result of ongoing deterioration.

### **Prioritization**

This is a high priority project.

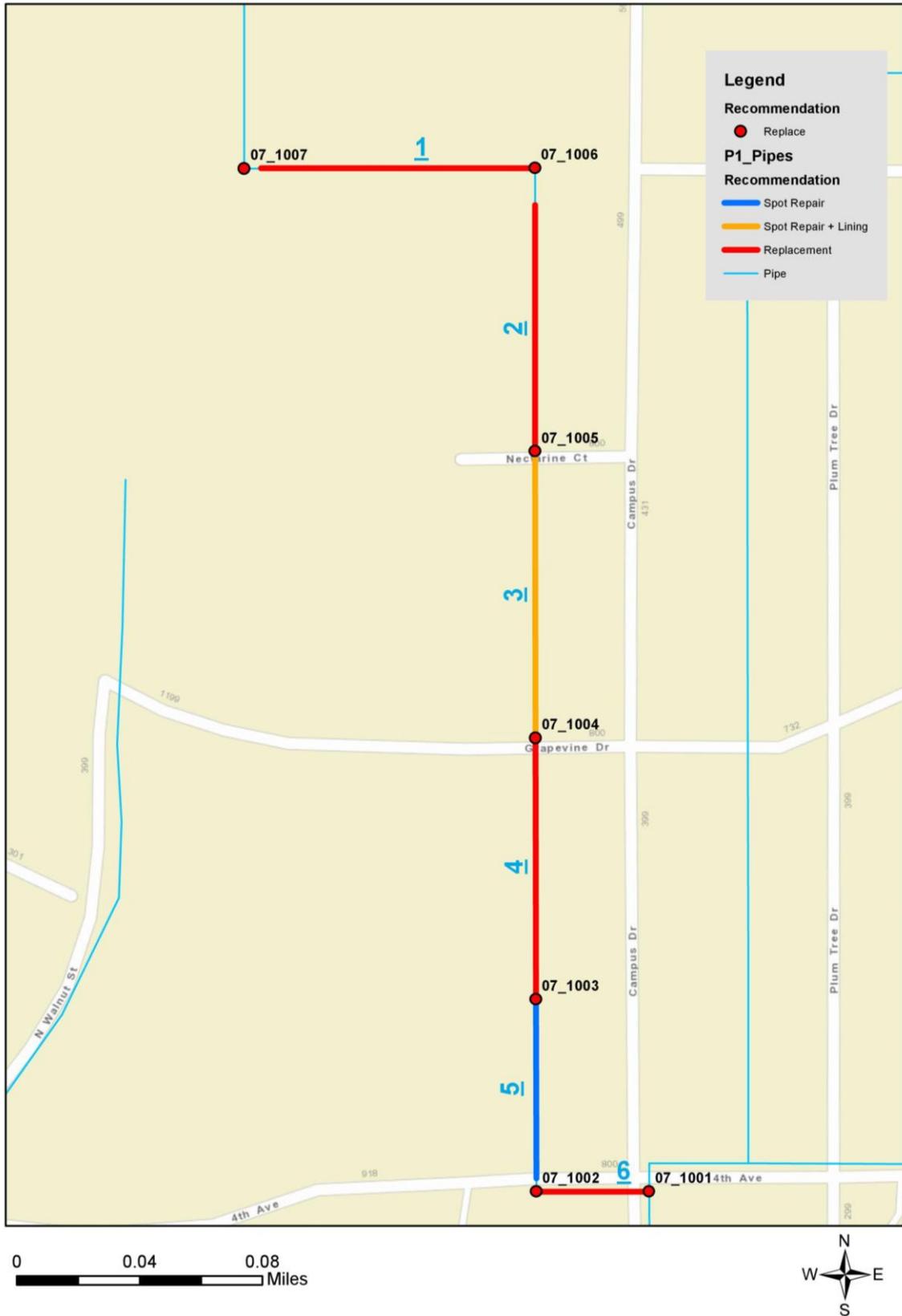
### **Reach Number Reference**

Table 7.11 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.5. Additional materials concerning project-related reaches and manholes are provided in Appendix D.

**Table 7.11 – Reaches for Campus Drive Alley Pipeline Project**

<b>Reach Number</b>	<b>Upstream Manhole</b>	<b>Downstream Manhole</b>
1	07-1007	07-1006
2	07-1006	07-1005
3	07-1005	07-1004
4	07-1004	07-1003
5	07-1004	07-1002
6	07-1002	07-1001

Figure 7.5 – Extent of Campus Drive Alley Pipeline Project



## 7.5.6. – Meyer Street Pipeline Project

### Description

The project includes pipelines generally bounded by Bear Mountain Boulevard on the north, Acala Street on the east, Meyer Street on the west, and Haven Drive on the south. Replace 1952 feet of existing 6-inch pipe with new 8-inch pipe, 1808 feet of existing 12-inch pipe with new 12-inch pipe, and replace 14 manholes as shown in Figure 7.6.

### Cost Estimate

\$1,563,000

### Justification

CCTV assessment revealed sagging and excessive pipe depth to diameter ratio in Reaches 1, 2, 3, and 7, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sags may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reaches 4, 5, 6, 8, and 9 due to impassible obstructions in the pipe. For planning purposes, replacement was recommended to be conservative.

Manhole assessment revealed 14 manholes that would benefit from replacement at the same time the pipelines are replaced.

### Perceived Urgency

#### *Likelihood of Failure*

This project area contains two pipes that are known hotspots and others that are sagging significantly. LOF is moderately low.

#### *Consequence of Failure*

This is a medium-sized project serving 44 residential, four commercial and four institutional customers. Reaches 7 and 9 are part of the backbone of the wastewater collection system; nearly all wastewater generation northeast of the intersection of Haven Drive and Meyer Street passes through this alignment. COF is moderate.

#### *Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags are repaired. An overflow may result in temporary loss of service to much of the northeast quarter of the City. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impacts of development.

**Prioritization**

This is a medium priority project.

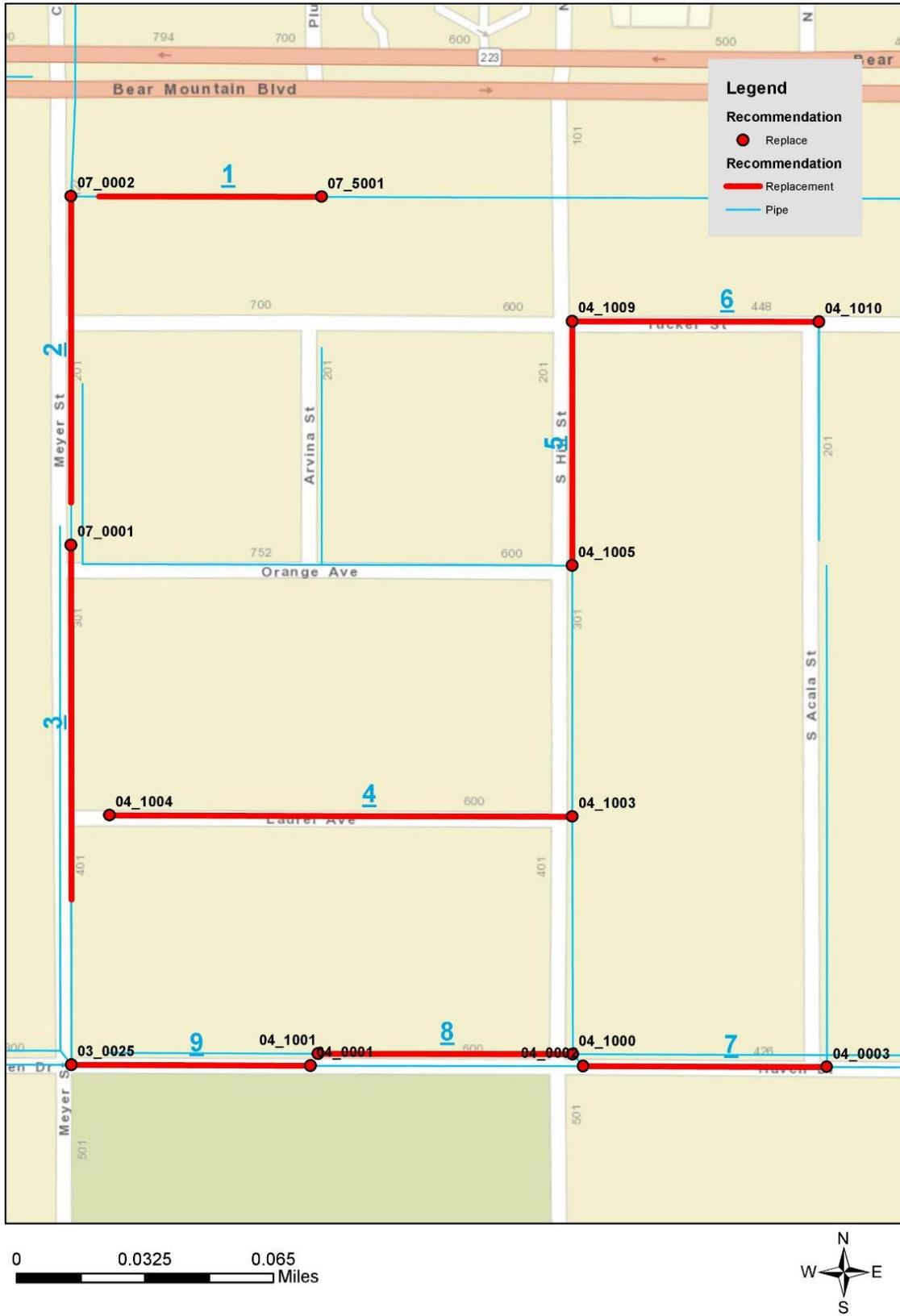
**Reach Number Reference**

Table 7.12 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.6. Additional materials concerning project-related reaches and manholes are provided in Appendix I.

**Table 7.12 – Reaches for Meyer Street Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	07-5001	07-0002
2	07-0002	07-0001
3	07-0001	03-0025
4	04-1004	04-1003
5	04-1009	04-1005
6	04-1010	04-1009
7	04-0003	04-0002
8	04-1001	04-1000
9	04-0001	03-0025

Figure 7.6 – Extent of Meyer Street Pipeline Project



### 7.5.7. – Southeast Kovacevich Park Pipeline Project

#### Description

The project is located southeast of Kovacevich Park generally bounded by 5<sup>th</sup> Avenue on the north, Derby Street on the east, B Street on the west and the alley south of Bear Mountain Boulevard on the south and includes an additional pipe in 5<sup>th</sup> Avenue east of Derby Street. Replace 2438 feet of existing 8-inch pipe with new 8-inch pipe, line 3070 feet of existing pipe with CIPP, perform spot repair on 161 feet of existing pipe, replace 13 manholes, and repair 3 manholes as shown in Figure 7.7

#### Cost Estimate

\$1,829,000

#### Justification

CCTV assessment revealed multiple sags, alignment issues, and material deterioration in Reaches 3, 6, 7, 9, 12, 14, 18, and 19, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sags may lead to blockage and overflow. Depth in excess of 75% of the pipe diameter is a concern in these reaches and several CCTV surveys were abandoned due to the camera being submerged. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reach 21 due to an impassible obstruction in the pipe. For planning purposes, replacement was recommended to be conservative.

CCTV assessment of Reaches 1, 2, 8, 11, 15, 17, and 20 revealed localized sagging and extensive material deterioration. Spot repairs are recommended to correct the alignment of the pipe, followed by CIPP lining to extend the service life of the pipe.

CCTV assessment of Reaches 4, 5, 10, 13, and 16 revealed extensive cracking, fracturing, and material deterioration. Full CIPP lining is recommended to extend the service life of the pipe.

Manhole assessment revealed 13 manholes that would benefit from replacement at the same time Reaches 3, 6, 7, 9, 12, 14, 18, 19 and 21 are replaced.

Manhole assessment revealed 3 manholes that are deteriorating and have extensive corrosion damage. Repairs are recommended for these manholes to extend their service life.

Manhole 04-018 has never been found and is recommended for replacement.

## Perceived Urgency

### *Likelihood of Failure*

Much of the infrastructure in the northeast portion of the City is very old and original. Three of these reaches are hotspots, which require additional maintenance. Seventeen are older reinforced concrete pipes, which have exceeded the average service life cycle for this material. Most of these reaches are deteriorated and prone to failure. LOF is high.

### *Consequence of Failure*

This project is relatively small serving approximately 50 residential customers north of Arvin Avenue and 26 commercial customers along Bear Mountain Boulevard and C Street. COF is low.

### *Consequence of Not Implementing the Project*

The older reinforced concrete pipes may collapse. The likelihood of an overflow will remain until the sags are repaired. A collapse or overflow may result in temporary loss of service for dozens of residential and commercial customers. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impact of infill development.

## Prioritization

This is a medium priority project.

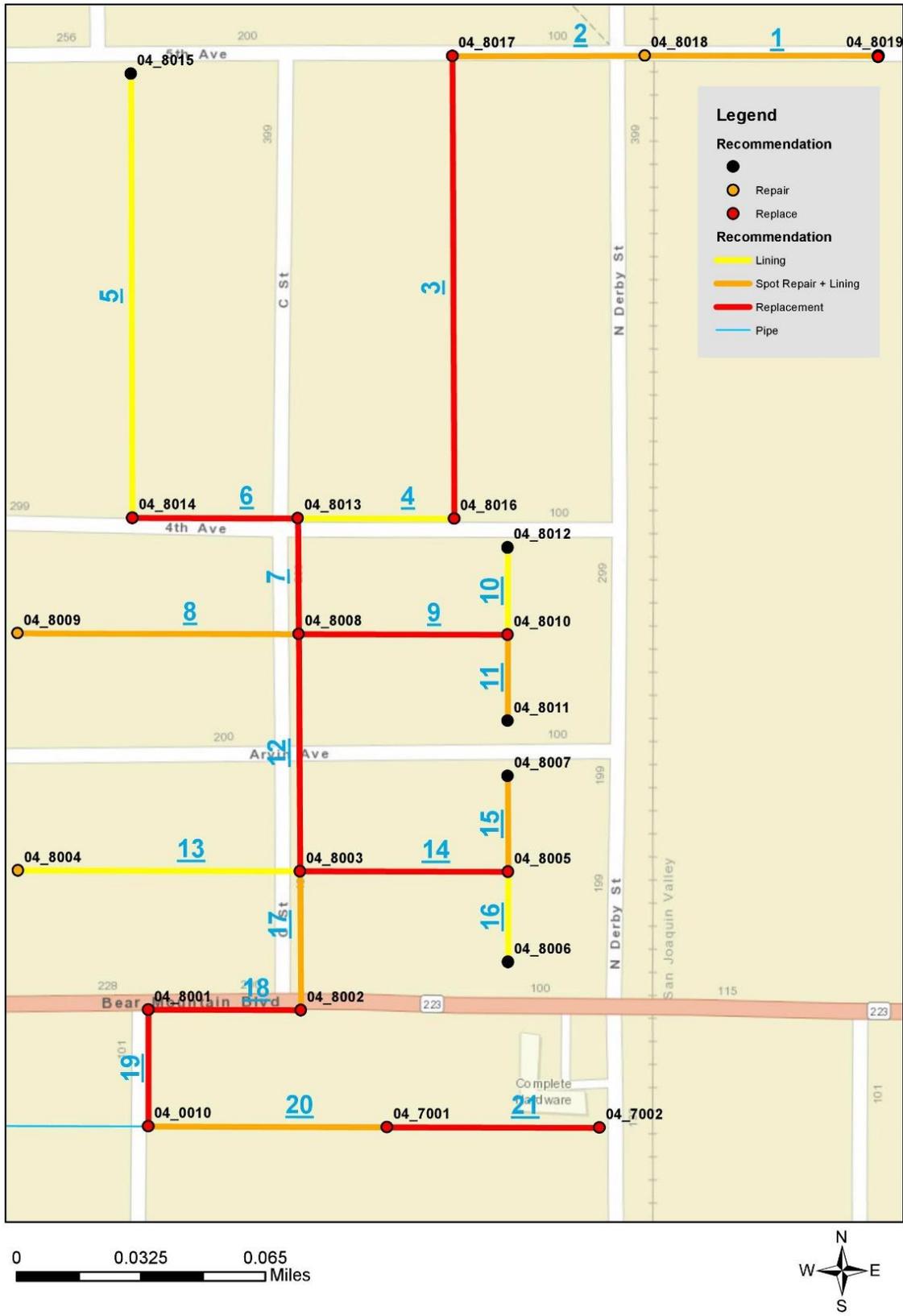
## Reach Number Reference

Table 7.13 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.7. Additional materials concerning project-related reaches and manholes are provided in Appendix G.

Table 7.13 – Reaches for Southeast Kovacevich Park Pipeline Project

Reach Number	Upstream Manhole	Downstream Manhole
1	04-8019	04-8018
2	04-8018	04-8017
3	04-8017	04-8016
4	04-8016	04-8013
5	04-8015	04-8014
6	04-8014	04-8013
7	04-8013	04-8008
8	04-8009	04-8008
9	04-8010	04-8008
10	04-8012	04-8010
11	04-8011	04-8010
12	04-8008	04-8003
13	04-8004	04-8003
14	04-8005	04-8003
15	04-8007	04-8005
16	04-8006	04-8005
17	04-8003	04-8002
18	04-8002	04-8001
19	04-8001	04-0010
20	04-7001	04-0010
21	04-7002	04-7001

Figure 7.7 – Extent of Southeast Kovacevich Park Pipeline Project



### 7.5.8. – West Di-Giorgio Park Pipeline Project

#### Description

The project is located west of Di-Giorgio Park generally bounded by Haven Drive on the north, Meyer Street on the east, Walnut Drive on the west and Franklin Street on the south. Replace 938 feet of existing 8-inch pipe with new 8-inch pipe, line 2656 feet of existing pipe with CIPP, perform spot repair on 57 feet of existing pipe, and replace 7 manholes as shown in Figure 7.8.

#### Cost Estimate

\$890,000

#### Justification

CCTV assessment revealed sagging and excessive pipe depth to diameter ratio in Reaches 8 and 11, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sags may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reach 14 due to an impassible obstruction in the pipe. For planning purposes, replacement was recommended to be conservative.

CCTV assessment of Reach 4 revealed extreme material deterioration and structural defects. The pipe has degraded too much for lining to be effective, so replacement is recommended.

CCTV assessment of Reaches 2, 10, 12, 13, and 15 revealed localized cracking, breaks, and short sags. Spot repairs are recommended to correct the alignment of the pipes and fix spots that may collapse followed by CIPP lining to extend the service life of the pipes.

CCTV assessment of Reaches 5, 6, 7, and 9 revealed material deterioration and extensive cracking throughout the pipes. Full CIPP lining is recommended to extend the service lives of these reaches.

CCTV assessment of Reaches 3 and 16 revealed localized breaks with soil intruding into the pipe. Holes present a likelihood of collapse and blockages due to soil intrusion. Spot repairs are recommended to fix the holes and structural defects.

CCTV assessment of Reach 1 was abandoned near the end of the reach due to an intruding tap. The intruding tap is straining the structural integrity of the pipe and should be spot repaired to prevent further degradation.

Manhole assessment revealed 7 manholes that would benefit from replacement at the same time Reaches 4, 8, 11 and 14 are replaced.

## Perceived Urgency

### *Likelihood of Failure*

This project area contains four reaches that are known hotspots. Additional reaches have degraded structurally and need attention to extend their service life, but are not likely collapse. LOF is moderately high.

### *Consequence of Failure*

This is a medium-sized project serving about 150 residential customers and one neighborhood commercial customer. COF is low.

### *Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags, intrusions and structural defects are repaired. An overflow may result in temporary loss of service to up to 150 local customers. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impact of minor infill development projects.

## Prioritization

This is a medium priority project.

## Reach Number Reference

Table 7.14 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.8. Additional materials concerning project-related reaches and manholes are provided in Appendix K.

**Table 7.14 – Reaches for West Di-Giorgio Park Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	03-7003	03-7002
2	03-7004	03-7001
3	03-7005	03-7004
4	03-7009	03-7004
5	03-7010	03-7009
6	03-7014	03-7009
7	03-7016	03-7015
8	03-7019	03-7014
9	03-7020	03-7019
10	03-7021	03-7020
11	03-7003	03-7002
12	03-7004	03-7001
13	03-7005	03-7004
14	03-7009	03-7004
15	03-7010	03-7009
16	03-7014	03-7009

Figure 7.8 – Extent of West Di-Giorgio Park Pipeline Project



**7.5.9. – Haven Drive Pipeline Project**

**Description**

The project includes pipelines in Haven Drive, Monroe Street, Santa Rosa Street and Walnut Drive. Replace 563 feet of existing 6-inch pipe with new 8-inch pipe, replace 1899 feet of existing 8-inch pipe with new 8-inch pipe, replace 335 feet of existing 15-inch pipe with new 15-inch pipe, and replace 12 manholes as shown in Figure 7.9

**Cost Estimate**

\$1,162,000

**Justification**

CCTV assessment revealed sagging and excessive pipe depth to diameter ratio in Reaches 1, 2, 4, 5, 6, 7, 8, 9, and 10, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sags may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reach 3 due to an impassible obstruction in the pipe. For planning purposes, replacement was recommended to be conservative.

Manhole assessment revealed 12 manholes that would benefit from replacement at the same time the pipelines are replaced.

**Perceived Urgency**

*Likelihood of Failure*

This project contains two reaches that are known hotspots. Nine of the ten reaches are sagging, making them susceptible to overflow. LOF is moderate.

*Consequence of Failure*

This project serves 26 single family residential units, one large multi-family residential complex and one church. Reach 2 is part of the backbone of the wastewater collection system; nearly all wastewater generation northeast of the intersection of Haven Drive and Walnut Drive passes through this alignment. COF is moderate.

*Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags are repaired. An overflow may result in temporary loss of service to much of the northeast quarter of the City. An overflow will result in violation of the City’s wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impact of development.



## Prioritization

This is a medium priority project.

Table 7.15 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.9. Additional materials concerning project-related reaches and manholes are provided in Appendix J.

**Table 7.15 – Reaches for Haven Drive Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	03-9001	03-0022
2	03-0022	03-0021
3	03-8008	03-8007
4	03-8001	03-0021
5	03-8002	03-8007
6	03-8002	03-8001
7	03-8003	03-8002
8	03-8004	03-8003
9	03-8006	03-8005
10	03-8019	03-8006

Figure 7.9 – Extent Haven Drive Pipeline Project



## 7.5.10. – East Di Giorgio Park Pipeline Project

### Description

The project is located east of Di Giorgio Park generally bounded by Holden Street on the north, A Street on the east, Hill Street on the west and Langford Avenue on the south and includes a pipeline that crosses Di Giorgio Park. Replace 2059 feet of existing 6-inch pipe with new 8-inch pipe, replace 899 feet of existing 8-inch pipe with new 8-inch pipe, line 345 feet of existing pipe with CIPP, and replace 9 manholes as shown in Figure 7.10.

### Cost Estimate

\$1,231,000

### Justification

CCTV assessment revealed sagging for more than one-third the length of Reach 7, which impedes normal flow of wastewater. Accumulation of solids at the low point of the sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipe and restore normal flow.

No video was available for Reaches 1, 2, 3, 4, and 5 due to impassible obstructions in the pipes. For planning purposes, replacement was recommended to be conservative.

CCTV assessment of Reach 6 revealed extensive cracking throughout the pipe. Full CIPP lining should be implemented to extend the service life of the pipe.

Manhole assessment revealed 9 manholes that would benefit from replacement at the same time Reaches 1, 2, 3, 4, 5 and 7 are replaced.

### Perceived Urgency

#### *Likelihood of Failure*

This project area contains three reaches that are known hotspots. The infrastructure in this area appears to be old and relatively degraded. LOF is moderate.

#### *Consequence of Failure*

This is a small project serving about 70 residential customers. COF is low.

#### *Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags are repaired. An overflow may result in temporary loss of service to up to 70 local customers. An overflow will result in violation of the City's wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration.

### Prioritization

This is a low priority project.

**Reach Number Reference**

Table 7.16 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.10. Additional materials concerning project-related reaches and manholes are provided in Appendix L.

**Table 7.16 – Reaches for East Di Giorgio Park Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	03-7026	03-7025
2	03-7024	03-7023
3	03-7023	03-7022
4	03-7022	03-7019
5	06-4024	06-4023
6	06-4023	06-4002A
7	06-5004	06-5003



Figure 7.10 – Extent of East Di Giorgio Park Pipeline Project



**7.5.11. – Langford Avenue Pipeline Project**

**Description**

The project is located in Langford Avenue between Stockton Avenue and A Street generally bounded by Franklin Street on the north, Stockton Avenue on the east, A Street on the west and Fallbrook Avenue on the south. Replace 945 feet of existing 8-inch pipe with new 8-inch pipe, line 977 feet of existing pipe with CIPP, perform spot repair on 85 feet of existing pipe, replace 7 manholes, and repair 3 manholes as shown in

Reach Number	Upstream Manhole	Downstream Manhole
1	06-4016	06-4015
2	06-4019	06-4015
3	06-4015	06-4001
4	06-5002	06-5001
5	06-5001	06-0015
6	06-4001	06-0015
7	06-4002	06-4001
8	06-4013	06-4002
9	06-3007	06-3006
10	06-3002	06-3001
11	06-3004	06-3001

Figure 7.11.

**Cost Estimate**

\$639,000

**Justification**

CCTV assessment of Reaches 2, 4, 5, and 6 revealed significant sagging, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

CCTV assessment of Reach 1 revealed a localized sag at the end of the pipe as well as extensive cracking throughout. The sag should be spot repaired to correct the alignment of the pipe, followed by CIPP lining to extend the service life of the pipe.



CCTV assessment of Reaches 10 and 11 revealed minor cracking and structural defects throughout the pipe. Although these defects are not do not indicate impending collapse, they are preliminary signs of deterioration and should be repaired before more extensive structural damage occurs. Full CIPP lining is recommended to extend the service life of these pipes.

CCTV assessment of reaches 3, 7, 8, and 9 revealed localized structural defects in small areas that should be spot repaired to prevent collapse.

Manhole assessment revealed 7 manholes that warrant replacement. Six of the seven manholes would benefit from replacement at the same time Reaches 2, 4 and 6 are replaced.

Manhole 06-3007 could not be opened for inspection. For planning purposes, replacement was recommended to be conservative.

Manhole assessment revealed 3 manholes that have incurred significant corrosion and structural damage. These are recommended for repaired to extend their service life.

**Perceived Urgency**

*Likelihood of Failure*

This project area has four reaches that are known hotspots. Condition assessment in this area revealed that the infrastructure is old and degraded, but failure is not imminent. LOF is moderate.

*Consequence of Failure*

This is a small area serving approximately 45 local residential customers. COF is low.

*Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags and structural defects are repaired. An overflow may result in temporary loss of service to up to 45 local customers. An overflow will result in violation of the City’s wastewater discharge permit. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with these pipelines will continue and may increase as a result of ongoing deterioration and the impact of infill development.

**Prioritization**

This is a low priority project.

**Reach Number Reference**

**Table 7.17 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in**

Reach Number	Upstream Manhole	Downstream Manhole
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1	06-4016	06-4015
2	06-4019	06-4015
3	06-4015	06-4001
4	06-5002	06-5001
5	06-5001	06-0015
6	06-4001	06-0015
7	06-4002	06-4001
8	06-4013	06-4002
9	06-3007	06-3006
10	06-3002	06-3001
11	06-3004	06-3001

Figure 7.11. Additional materials concerning project-related reaches and manholes are provided in Appendix M.

**Table 7.17 – Reaches for Langford Avenue Pipeline Project**

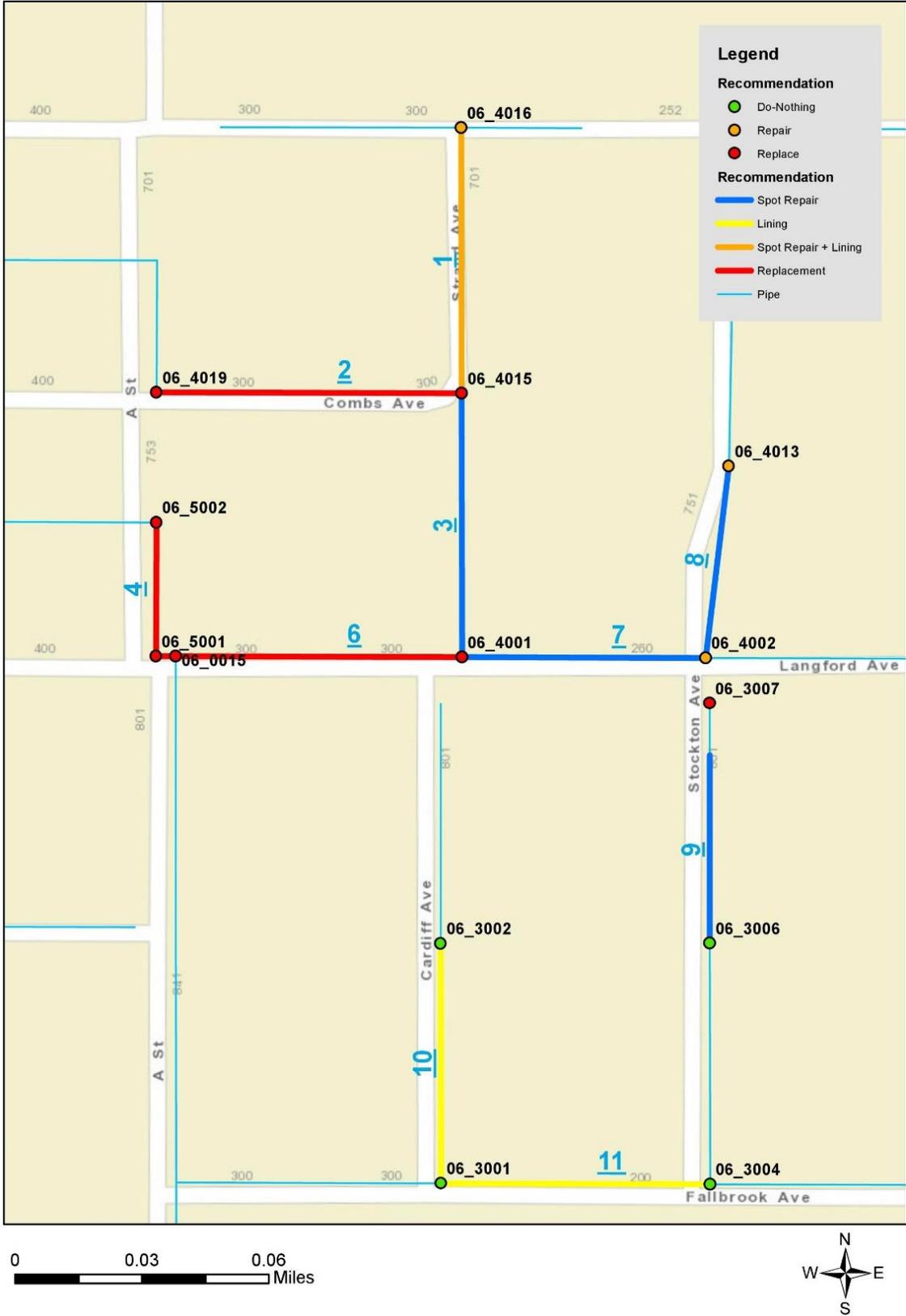
Reach Number	Upstream Manhole	Downstream Manhole
1	06-4016	06-4015
2	06-4019	06-4015
3	06-4015	06-4001
4	06-5002	06-5001
5	06-5001	06-0015
6	06-4001	06-0015
7	06-4002	06-4001
8	06-4013	06-4002
9	06-3007	06-3006
10	06-3002	06-3001

11	06-3004	06-3001
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Figure 7.11 – Extent of Langford Avenue Pipeline Project

Attachment: Part3of3\_Arvin Sewer Master Plan - Volume 1 (Public Hearing: Approval of Sewer Master Plan and Adopting Mitigated Negative





## 7.5.12. – Plumtree Drive Alleys Pipeline Project

### Description

The project is generally located in the alleys east and west of Plumtree Drive between Orchard Drive and 4<sup>th</sup> Avenue. Replace 641 feet of existing 8-inch pipe with new 8-inch pipe, line 2987 feet of existing pipe with CIPP, perform spot repair on 250 feet of existing pipe, replace 9 manholes, and repair 5 manholes as shown in Figure 7.12.

### Cost Estimate

\$985,000

### Justification

CCTV assessment revealed extensive cracking throughout Reaches 1, 2, 3, 5, and 10 with emphasis at the joints. Full CIPP lining is recommended to extend the service life of these pipes.

CCTV assessment revealed fracturing, cracking, and localized sagging in Reaches 4, 6, 7, 8, and 11. Spot repairs are recommended to correct the alignment issues, followed by CIPP lining to reduce deterioration and extend the service life of these pipes.

CCTV assessment revealed multiple sags and structural defects in Reach 9, which prevents normal flow of wastewater and makes it vulnerable to failure. Accumulation of solids at the low point of the sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipe, restore normal flow and prevent a catastrophic structural failure.

No video was available for Reach 12 due to an impassible obstruction in the pipe. For planning purposes, replacement was recommended to be conservative.

Manhole assessment revealed nine manholes that would benefit from replacement. Five of these manholes are severely deteriorated brick construction. Four of these manholes would benefit from replacement at the same time Reaches 9 and 12 are replaced.

Manhole assessment revealed five manholes with signs of deterioration, cracking and ingress. Repairs are recommended for these manholes to extend their service life.

### Perceived Urgency

#### *Likelihood of Failure*

Sagging in Reach 9 is high priority due to the likelihood of overflow during peak conditions. The structural defects in the rest of the reaches are becoming severe and denote advanced deterioration. LOF is moderately high.

#### *Consequence of Failure*

No commercial or institutional interests are served by the project-related pipelines. COF is low.

*Consequence of Not Implementing the Project*

The likelihood of an overflow will remain until the sags are repaired. An overflow may result in temporary loss of service for up to approximately 100 residential customers. An overflow will result in violation of the City’s wastewater discharge permit, although flow in the subject pipelines is relatively low and no growth is anticipated to increase flow in the future. The City must report discharge violations to the RWQCB and may be subject to associated fines or other actions.

Costs for operations and maintenance associated with this pipeline will continue and may increase as a result of ongoing deterioration.

**Prioritization**

This is a low priority project.

**Reach Number Reference**

Table 7.18 project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.12. Additional materials concerning project-related reaches and manholes are provided in Appendix E.

**Table 7.18 – Reaches for Plumtree Drive Alleys Pipeline Project**

Reach Number	Upstream Manhole	Downstream Manhole
1	07-1017	07-1016
2	07-1015	07-1014
3	07-1024	07-1023
4	07-1013	07-1012
5	07-1012	07-1011
6	07-1011	07-1010
7	07-1010	07-1018
8	07-1018	07-1009
9	07-1019	07-1018
10	07-1020	07-1019
11	07-1021	07-1020
12	07-1022	07-1021A



Figure 7.12 – Extent of Plumtree Drive Alleys Pipeline Project



### 7.5.13. – Small Pipeline Replacement Projects

#### Description

This project is not confined to a specific area; rather, to take advantage of economies of scale, six small replacement projects were combined. Replace 1080 feet of existing 8-inch pipe with new 8-inch pipe, and replace 13 manholes as shown in Figure 7.13 and Figure 7.14.

#### Cost Estimate

\$588,000

#### Justification

CCTV assessment of Reaches 1, 2, 3, 4, and 5 revealed significant sagging, which impedes the normal flow of wastewater. Accumulation of solids at the low point of a sag may lead to blockage and overflow. Replacement is recommended to correct the alignment of the pipes and restore normal flow.

No video was available for Reach 6 due to an impassible obstruction in the pipe. For planning purposes, replacement was recommended to be conservative.

Manhole assessment revealed 13 manholes that would benefit from replacement at the same time the pipes are replaced.

#### Perceived Urgency

##### *Likelihood of Failure*

Six of the seven reaches exhibit sagging. LOF is moderate.

##### *Consequence of Failure*

These individual replacements impact very few customers. COF is low.

##### *Consequence of Not Implementing the Project*

Although the reaches in this area are not known hotspots, the sags increase the likelihood of failure in the future. As time goes on, operations and maintenance costs will likely increase to alleviate issues as they occur due to non-normal flow.

#### Prioritization

This is a low priority project.

## Reach Number Reference

Table 7.19 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.13 and Figure 7.14. Additional materials concerning project-related reaches and manholes are provided in Appendix P.

**Table 7.19 – Reaches for Small Pipeline Replacement Projects**

Reach Number	Upstream Manhole	Downstream Manhole
1	05-2002	05-2001
2	03-8018	03-8015
3	03-9012	03-9011
4	03-9011	03-9014
5	06-1005	06-0008
6	09-5011	09-5010

Figure 7.13 – Extent of Small Pipeline Replacement Projects (1)

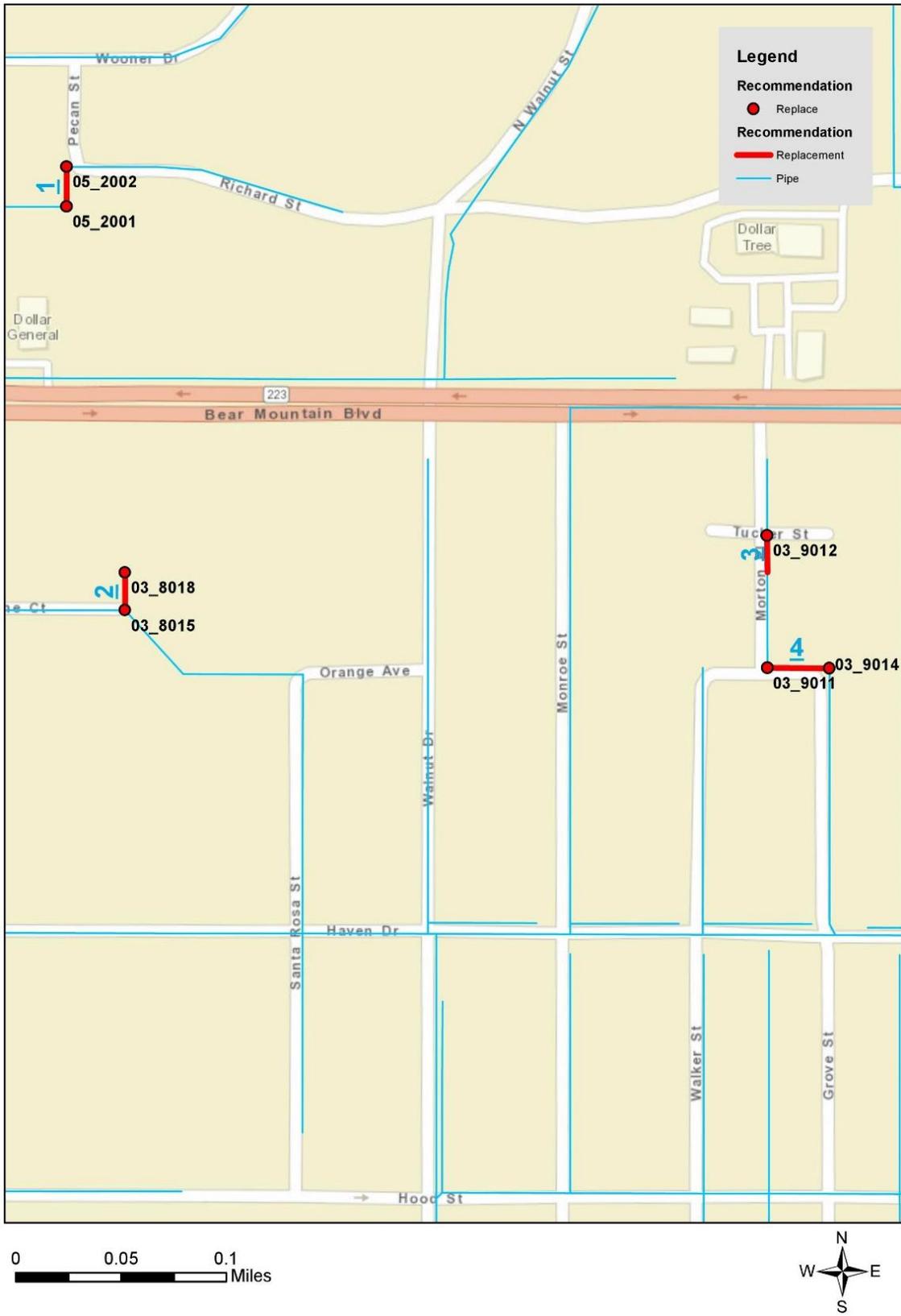
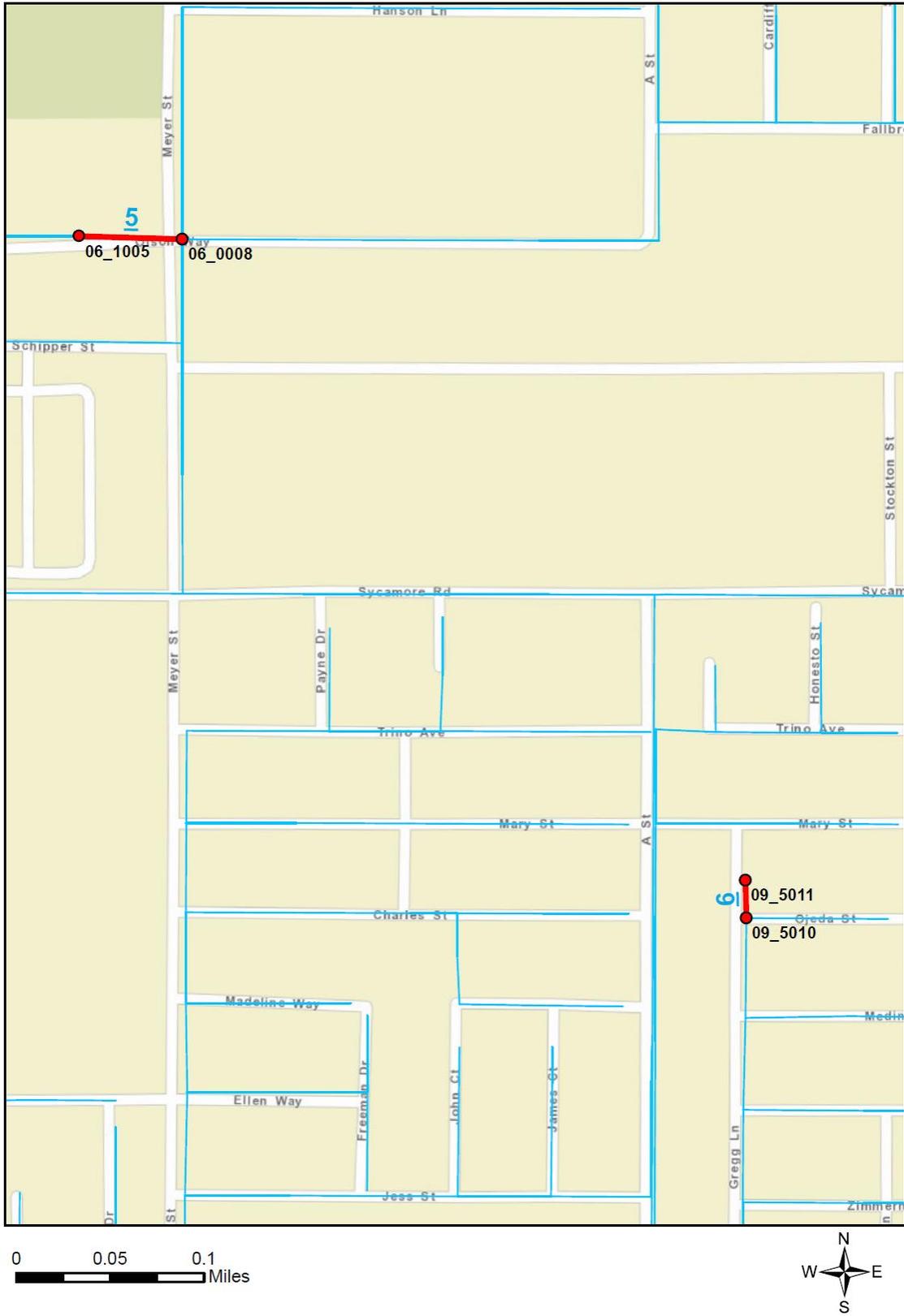


Figure 7.14 – Extent of Small Pipeline Replacement Projects (2)



## 7.5.14. – Small Spot Repair Projects

### Description

This project is not confined to a specific area; rather, to take advantage of economies of scale, ten small spot repair projects were combined. Spot repair 303 feet of existing pipe, and repair 3 manholes as shown in Figure 7.15 and Figure 7.16.

### Cost Estimate

\$240,000

### Justification

CCTV assessment of Reaches 2, 3, 5, 6, 7, 8, 9 and 10 revealed minor sagging, which impedes the normal flow of wastewater. Accumulation of solids at the low point of the sag may lead to blockage and overflow. Spot repairs are recommended on the sagging areas to correct the alignment of the pipes and restore normal flow.

CCTV assessment of Reaches 1 and 4 revealed localized breaks where sections of pipe are missing and soil is intruding. These reaches may fail structurally and will require frequent cleaning to prevent blockage due to soil intrusion. Spot repairs are recommended to repair the breaks.

Manhole assessment revealed three manholes that exhibit corrosion damage and minor structural defects. These manholes are not likely to collapse, but should be repaired to extend their service life.

### Perceived Urgency

#### *Likelihood of Failure*

Reaches 2 and 6 are known hotspots. However, the other pipes included in this project show relatively low levels of deterioration. With spot repairs, service life of these pipes can be extended greatly. LOF is low.

#### *Consequence of Failure*

Very few customers are impacted. COF is low.

#### *Consequence of Not Implementing the Project*

Operations and maintenance costs will continue to increase as conditions of these pipes deteriorate.

### Prioritization

This is a low priority project.

## Reach Number Reference

Table 7.20 identifies project-related reaches by number and manholes by designation. A reach is a portion of a pipeline between two consecutive manholes. Reaches are labeled in blue and manholes are labeled in black in Figure 7.15 and Figure 7.16. Additional materials concerning project-related reaches and manholes are provided in Appendix Q.

**Table 7.20 – Reaches for Small Spot Repair Projects**

Reach Number	Upstream Manhole	Downstream Manhole
1	07-2014	07-2012
2	05-4006	05-4001
3	05-4001	05-0017
4	03-9004	03-9003
5	03-8014	03-8013
6	06-1006	06-1005
7	03-2002	03-2001
8	01-4002	01-4001
9	02-2016	02-2015
10	02-2001	02-0007

Figure 7.15 – Extent of Small Spot Repair Projects (1)

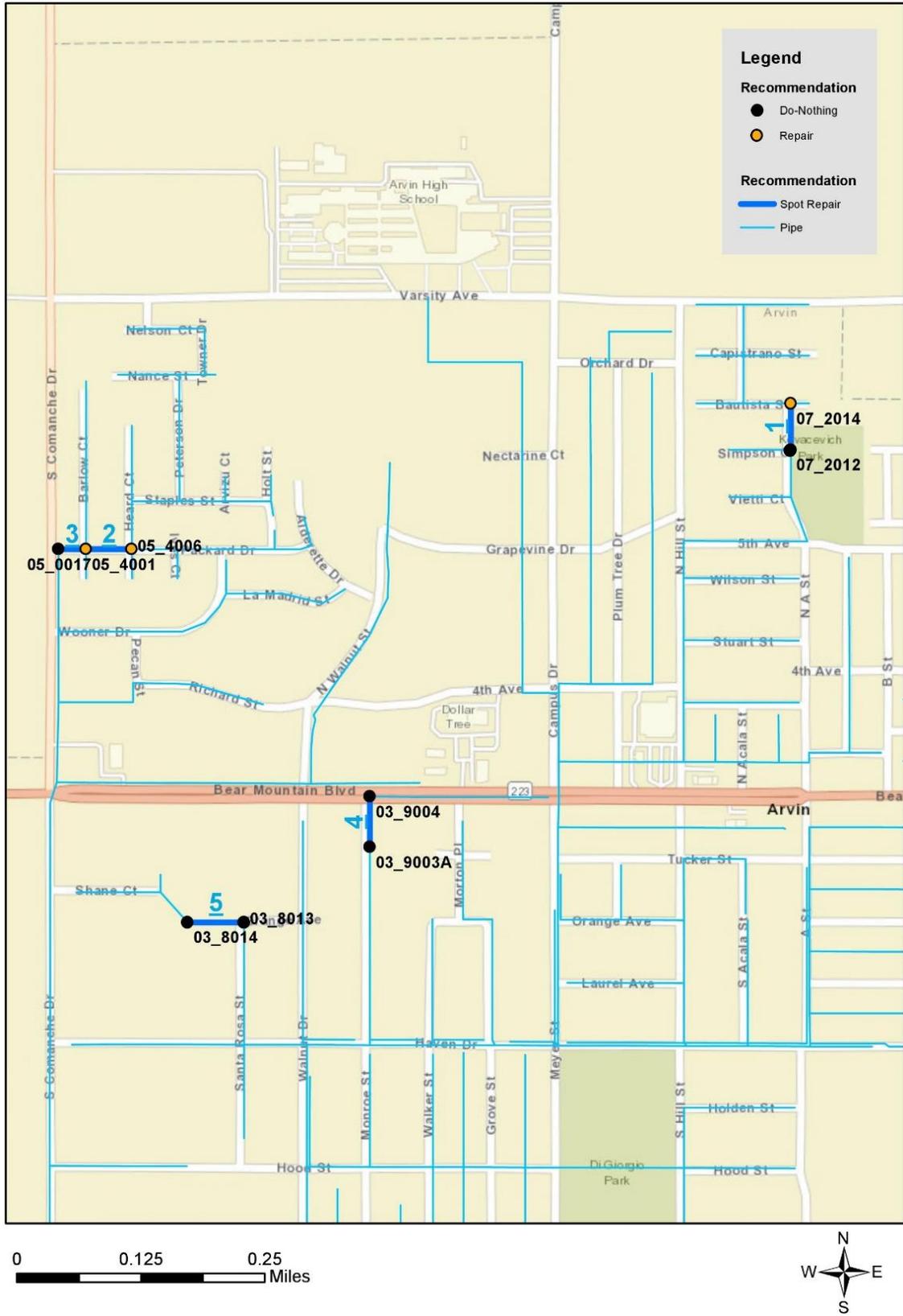
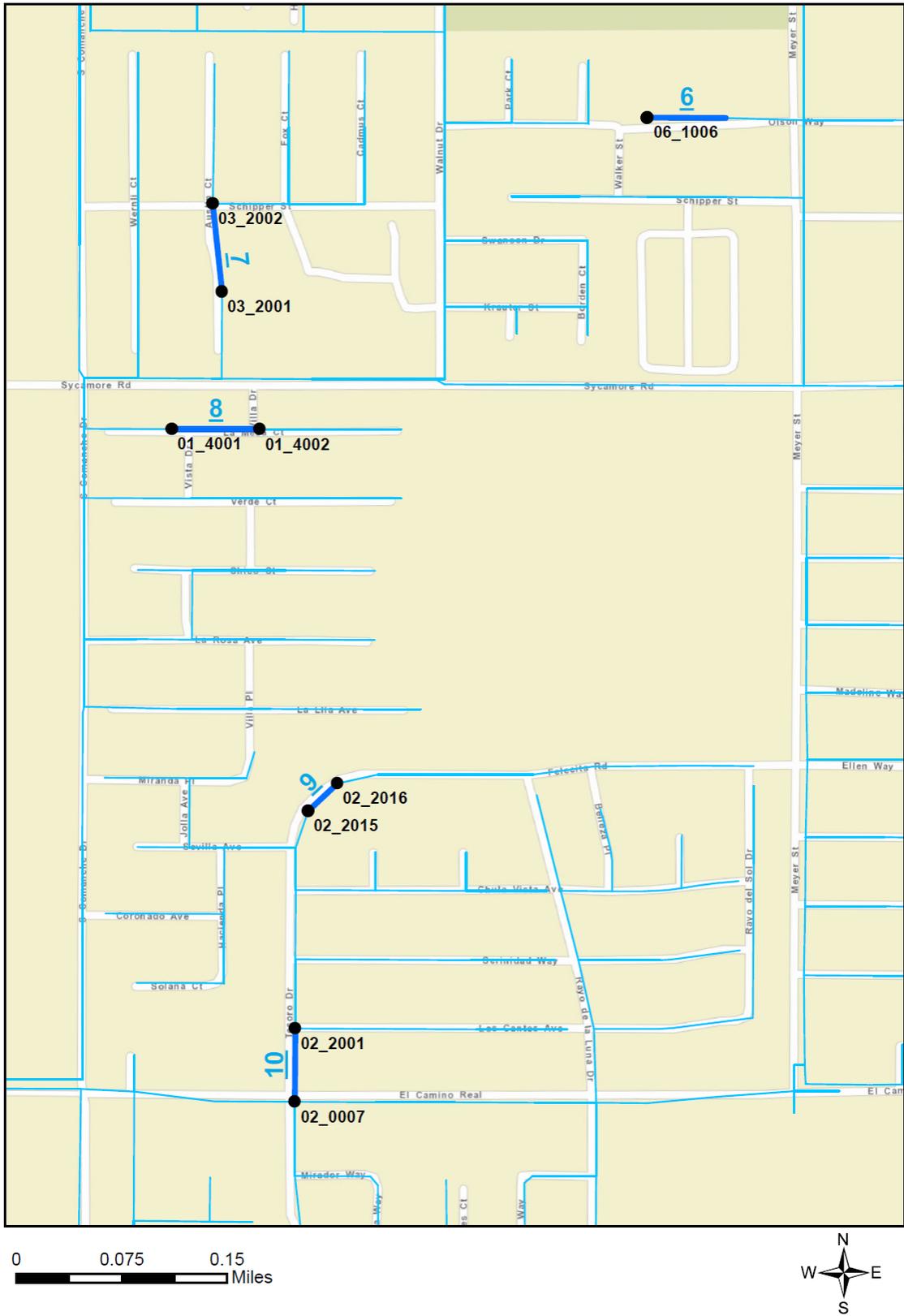


Figure 7.16 – Extent of Small Spot Repair Projects (2)



## 7.5.15. – Stand-Alone Manhole Repair and Replacement

### Description

Repair 62 manholes and replace 24 manholes at various locations throughout the City, as shown in Figure 7.17. Based on statistical analysis, a portion of the uninspected manholes north of Sycamore Road will also require mitigation within the 20-year planning horizon; although, the precise locations cannot be determined at this time. For capital planning purposes, the City should anticipate an additional 93 repairs and 43 replacements.

### Cost Estimate

\$1,869,000

### Justification

Maintenance of manholes is necessary to reduce ingress, egress and the likelihood of collapse. Ingress (runoff or groundwater leaking into a manhole) has a negative impact on WTP capacity. Egress (wastewater leaking out of a manhole) has a negative impact on the environment, especially the local aquifer. Deterioration and structural defects may lead to collapse

### Perceived Urgency

The manholes identified in Figure 7.17 are generally isolated from other deficiencies in the collection system.

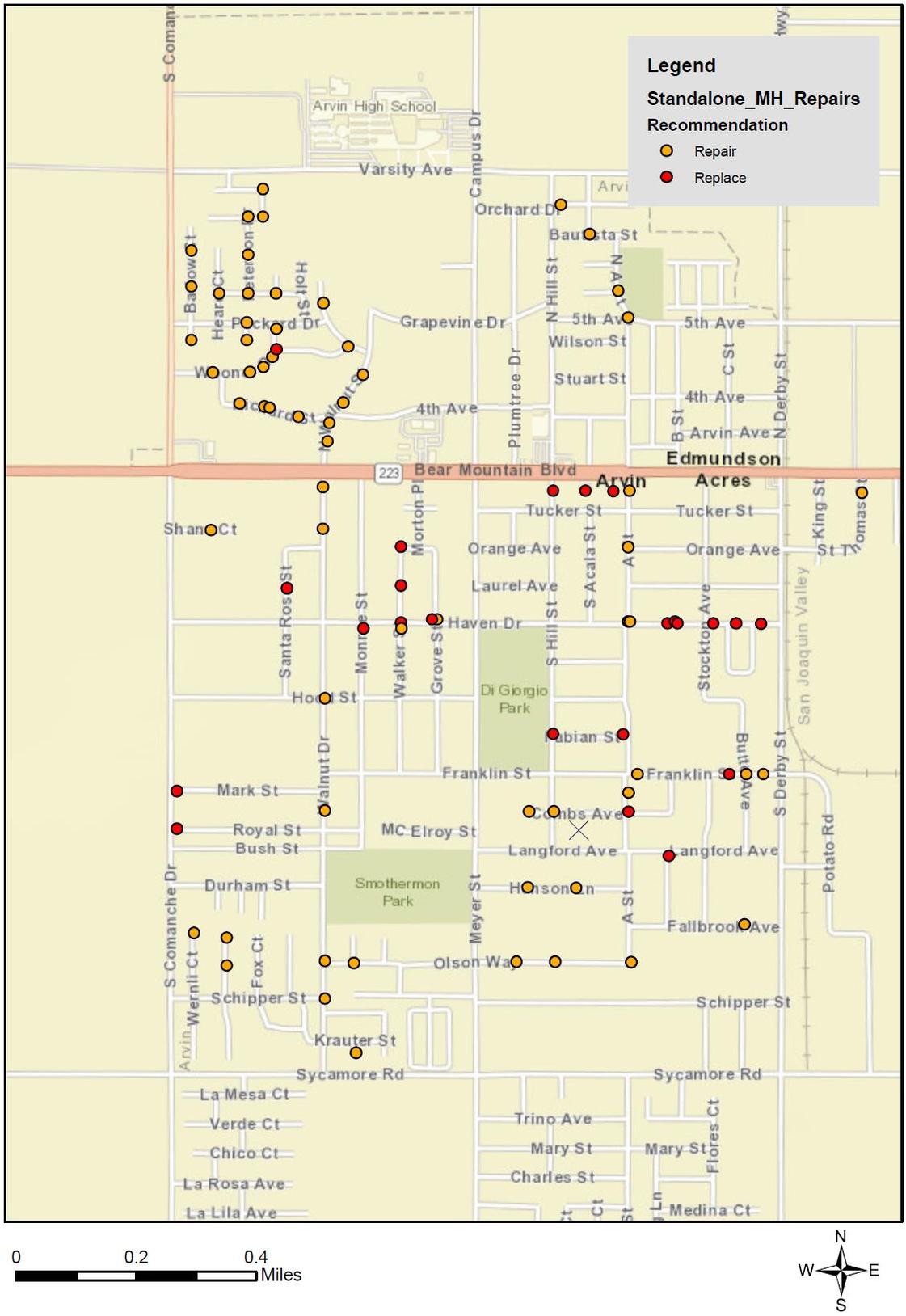
The manholes recommended for replacement may be vulnerable to collapse due to structural failure. A collapse may result in an outage or overflow. A collapse may cause damage to the roadway surface in the vicinity of the manhole.

The manholes recommended for repair are less prone to failure, but their service lives would be extended as a result of mitigation.

### Priority

This is a low priority project.

Figure 7.17 – Extent of Stand-Alone Manholes



## 7.6. – Projects to Address Future Conditions

### 7.6.1. – West Sycamore Road Pipeline Project

#### Description

This project is located in Sycamore Road between Walnut Drive and Comanche Drive. Replace approximately 1,320 feet of existing 15-inch sewer in Sycamore Road between Walnut Drive and Comanche Drive with new 24-inch pipe and install five new manholes as shown in Figure 7.14.

#### Cost Estimate

\$641,000

#### Justification

Hydraulic analysis revealed that this pipeline is undersized to support anticipated growth over the next 20 years within the design capacity of the pipe.

The need for this project is contingent on the pace and timing of development north and south of El Camino Real. If development in the north precedes development in the south, this project will be required to provide capacity for the additional wastewater generation. If development in the south precedes development in the north, new infrastructure in Millux Road and reconfiguration of the pump station may alleviate the hydraulic constraint in West Sycamore Road.

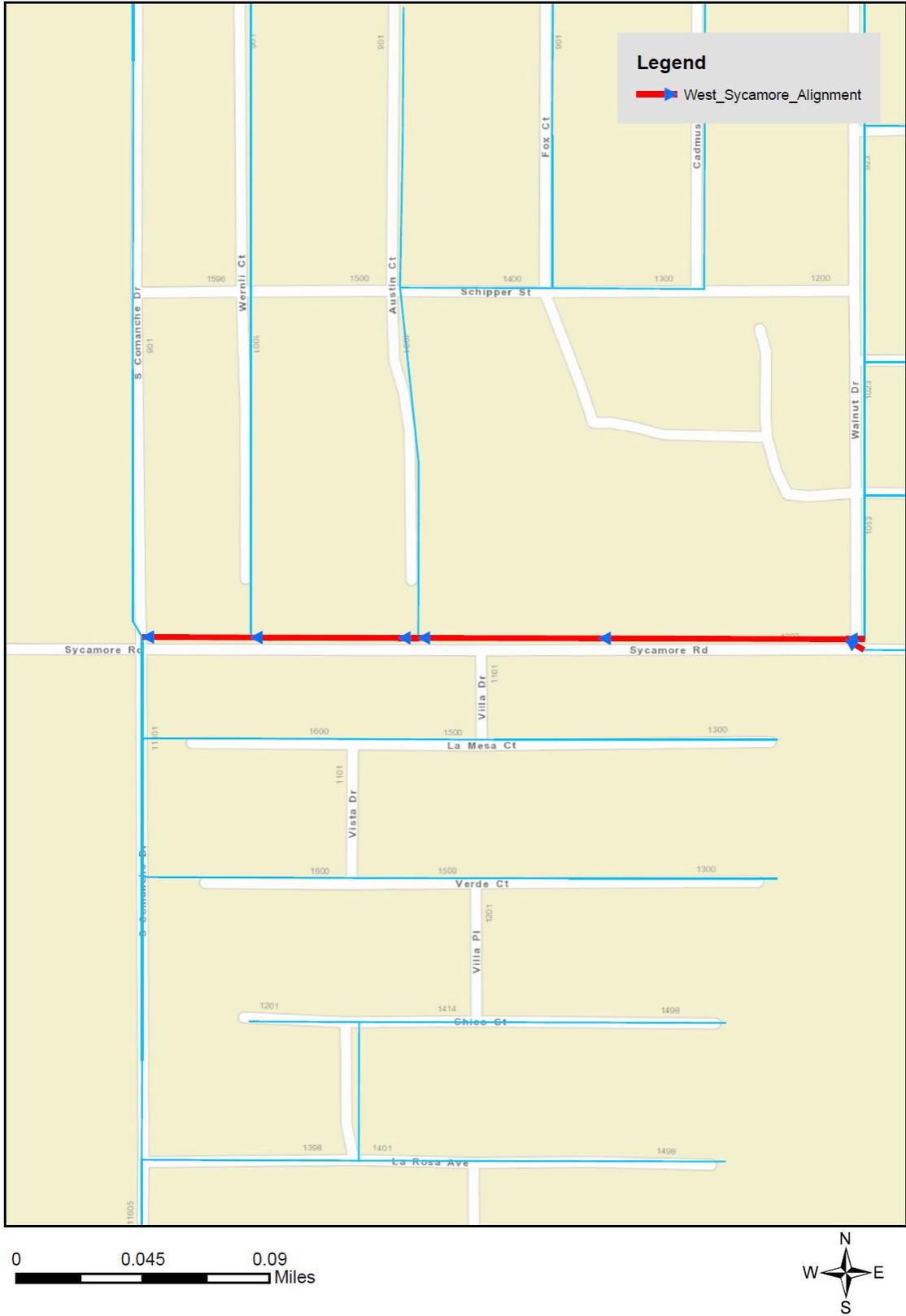
#### Perceived Urgency

In the near future, the depth to diameter ratio of the pipe will exceed 0.75 under peak flow conditions. In the event actual flow exceeds the projected peak flow, the pipe may overflow.

#### Priority

This project is contingent upon growth north of Sycamore Road and construction of infrastructure in Millux Road (see Millux Road Pipeline and Pump Station Project).

Figure 7.18 – Extent of West Sycamore Road Pipeline Project



## 7.6.2. – Millux Road Pipeline and Pump Station Project

### Description

The project is generally located in Millux Road between Malovich Road and Comanche Road, as shown in Figure 7.19. Install 6,700 feet of new 15-inch pipe between the intersection of A street and El Camino Real and the intersection of Millux Road and Comanche Drive (Reach 1 and Reach 2). Construct a pump station in the vicinity of the intersection of Millux Road and Comanche Drive. Install a 6-inch force main in Comanche Drive between Millux Road and El Camino Real (Reach 3).

The City would benefit from redirecting flow from the existing pump station to the new trunkline, and then decommissioning the existing pump station.

A future alignment is shown in Millux Road between Malovich Road and A Street as a dashed red line. This will be a developer-driven most likely beyond the planning horizon of this Sewer Master Plan.

### Cost Estimate

\$4,948,000

### Justification

Based on topography and the location of the Water Reclamation Plant, hydraulic analysis revealed that additional capacity is needed to support growth south of El Camino Real and east of A Street.

### Priority

This project is contingent upon growth south of El Camino Real and east of A Street.

Figure 7.19 – Extent of Millux Road Pipeline and Pump Station Project



### 7.6.3. – Potato-Sycamore Alignment Economic Study

#### Description

Conduct an economic analysis for the future development of areas designated for industrial land use northeast of the intersection of Derby Street and Sycamore Road.

#### Cost Estimate

\$60,000

#### Justification

Hydraulic assessment shows the Potato-Sycamore Alignment has insufficient capacity to support build-out wastewater generation.

CCTV assessment revealed two reached in Potato Road that would benefit from repair or replacement.

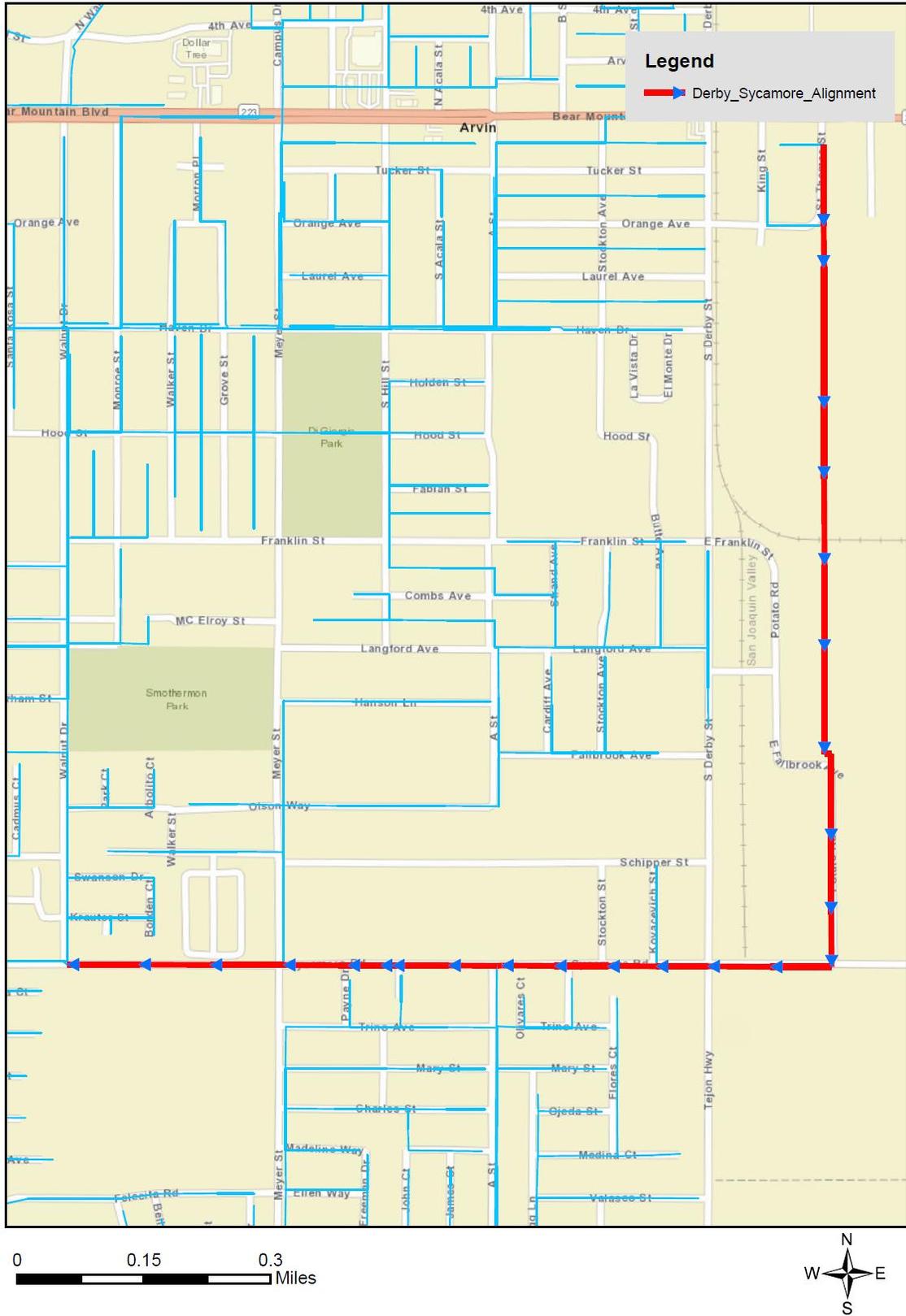
Much of the pipeline in Potato Road is inaccessible. It is understood that up to five manholes are buried, and the condition of the pipes between these manholes is unknown.

The City has enacted a Cannabis Ordinance. In the event growers choose to develop the industrial area northeast of the intersection of Derby Street and Sycamore Road, the City should have an understanding of the associated utility impacts and be prepared to work with developers to make appropriate utility improvements as a condition of development.

#### Priority

This project is contingent upon industrial development in the City.

Figure 7.20 – Extent of Potato-Sycamore Alignment



## 7.7. – Implementation Schedule

### Assumptions

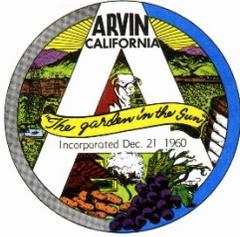
- The projects recommended to improve existing conditions will be implemented over the course of 20 years.
- Pipeline and manhole projects will be implemented in the order shown in Table 7.5, which represents prioritization based on perceived urgency.
- Pump repair and replacement will occur on a three-year basis at a weighted average amount.
- Two annual costs are provided for each project: 2020 dollars and escalated cost. An annual cost escalation of 3.1% has been applied with 2020 as Year Zero.
- Procurement for the total construction cost occurs the year a project is initiated.
- Developer-driven projects are not included in the schedule.
- Projects related to environmental mitigation are not included in the schedule.

Table 7.21 shows the recommended schedule based on the listed assumptions.

**Table 7.21 – CIP Schedule**

Year	Horizon	Project	Annual Allocation (2020 Dollars)	Annual Allocation (Escalated Cost)
2020	0	Comanche Drive Pipeline Project	563,000	563,000
2021	1	West Smothermon Park Pipeline Project	2,221,000	2,290,000
2022	2	Pump Rehabilitation and Replacement	17,000	18,000
2023	3	Southwest Kovacevich Park Pipeline Project	2,429,000	2,662,000
2024	4			0
2025	5	A Street Pipeline Project Pump Rehabilitation and Replacement	1,449,000 17,000	1,688,000 20,000
2026	6	Campus Drive Alley Pipeline Project	890,000	1,069,000
2027	7			0
2028	8	Meyer Street Pipeline Project Pump Rehabilitation and Replacement	1,563,000 17,000	1,995,000 22,000
2029	9			0
2030	10	Southeast Kovacevich Park Pipeline Project	1,829,000	2,482,000
2031	11	Pump Rehabilitation and Replacement	17,000	24,000
2032	12	West Di-Giorgio Park Pipeline Project	890,000	1,284,000
2033	13	Haven Drive Pipeline Project	1,162,000	1,728,000
2034	14	East Di Giorgio Park Pipeline Project Pump Rehabilitation and Replacement	1,231,000 17,000	1,887,000 26,000
2035	15	Langford Avenue Pipeline Project	639,000	1,010,000
2036	16	Plum Tree Drive Alleys Pipeline Project	985,000	1,605,000
2037	17	Small Pipeline Replacement Projects Pump Rehabilitation and Replacement	588,000 17,000	988,000 29,000
2038	18	Small Spot Repair Projects	240,000	416,000
2039	19	Stand-Alone Manhole Repair and Replacement	1,869,000	3,338,000





**CITY OF ARVIN**  
**City Council**  
**Meeting Date: August 25, 2020**

<b>TO:</b>	City of Council
<b>FROM:</b>	Mitzy Cuxum, Senior Planner R. Jerry Breckinridge, City Manager
<b>SUBJECT:</b>	Determination of Public Convenience and Necessity for a Type 20 (Off-Sale Beer and Wine) license at 100 Bear Mountain Blvd.

**RECOMMENDATION:**

Consistent with the Planning Commission's recommendation, Staff recommends the Council adopt a Resolution of the City Council of the City of Arvin Determining that the Public Convenience and Necessity Would not be Served for a Type 20 (Off-Sale Beer and Wine) License at 100 Bear Mountain Blvd. This recommendation is based on the following:

- a. **No Substantial Evidence:** The applicant currently holds a Type 21 Off-General Sale License that allows for the sale of liquor, beer, and wine at the same location. The applicant has failed to submit substantial evidence demonstrating that public convenience and necessity warrant adding another license to this census tract, or another license at an identical location, nor is there any such evidence in the record.
- b. **No Public Necessity:** The grant of an additional license is not necessitated by a lack of licenses within the census tract. The license is proposed for 100 Bear Mountain Boulevard, in Arvin, California, which is located in census tract number 63.01. Based on its population, etc., that census tract would typically be allotted 3 licenses, which would normally be sufficient to meet the community needs. However, there are currently 9 existing licenses within the census tract, which is approximately 300% more than what is allotted for the census tract, and which is well in excess of what is needed to address community needs. Adding an additional license to census tract number 63.01 – at a location that already has an existing license – would further exacerbate overconcentration and is not needed or necessary.
- c. **No Public Convenience:** For the same reason as noted above, the public convenience would not be served. Additionally, the public can already obtain off-sale beer and wine from an existing license at this location. As such, the addition of yet another license in the census tract at a location that already provides identical services would not provide any additional public

convenience.

- d. Public Nuisances: Census tract 63.01 is already overconcentrated, and adding another license will only exacerbate the risk of public nuisances include, public intoxication, public urination, litter, and related conditions, none of which serve the public convenience or necessity.

**APPLICANT AND LOCATION:**

Applicant:	Hand S Chevron Food Mart, Inc.
Project Address:	100 Bear Mountain Boulevard, Arvin, CA 93434
Assessor Parcel No.	190-142-01
Census Tract No.	63.01
Zoning:	C-2 Commercial
General Plan Land Use Designation	General Commercial

**BACKGROUND:**

The applicant is requesting a letter of Public Convenience and Necessity from the City of Arvin to allow for the obtainment of a beer and wine license through the California Department of Alcohol Beverage Control (ABC). The applicant currently owns a Type 21 Off-General License and is seeking a Type 20 Off-Sale Beer and Wine License from ABC in census track number 63.01. That census tract has already surpassed its allotted number of permitted licenses of 3 licenses. Currently, the tract has 9 licenses, which currently places the City of Arvin at 300% above the general threshold. As a result, the California Department of Alcoholic Beverage Control requires the applicant to submit an application to the City to determine whether there is a “public convenience and necessity” would warrant an additional license in this location consistent with Business and Professions Code Section 23985.4.

The applicant has not provided any evidence that suggests his request would provide a public convenience or that his requested license is a necessity. In his application the applicant stated the following:

“we are downgrading [from] a liquor license to beer and wine license. It is convenient. [The] store [makes] 50% of its sales from beer and wine”.

The City also has concerns regarding the current license the applicant holds. The applicant will surrender his current license but can re-activate this license in the future. In the future, the applicant can reactivate this license in a census tract that is saturated, and the City might not have the authority to regulate or comment on the reactivation of this license.

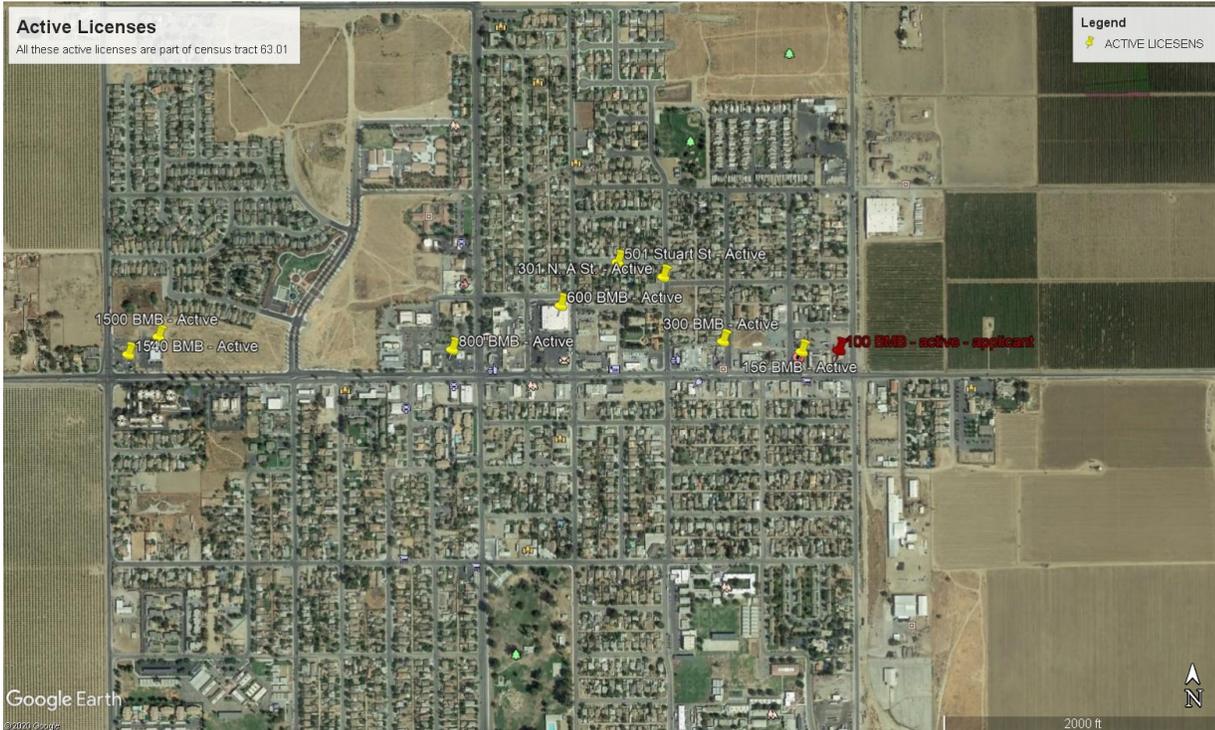
Staff has also asked the Police Department for their comments and there are some existing problems

around this site that include homelessness, public drunkenness and crime related to the consumption of alcohol.

**ABC Licensee’s in Census Tract 63.01**

Location Address	Name	License Type	Status
501 Stuart St. Arvin CA	La Campanita Market	Type 20	Active
301 North A St. Arvin CA	Shorty’s Market	Type 20	Active
600 Bear Mountain Blvd. Arvin CA	Vallarta Supermarket	Type 21	Active
1540 Bear Mountain Blvd. Arvin CA	7 Eleven Store	Type 20	Active
1500 Bear Mountain Blvd. Arvin CA	Dollar General	Type 20	Active
300 Bear Mountain Blvd. Arvin CA	H and S Chevron Food Mart Inc.	Type 21	Active
800 Bear Mountain Blvd. Arvin CA	Coates Family corporation	Type 20	Active
156 Bear Mountain Blvd. Arvin CA	Safe, Taguddin Mohamed	Type 20	Active
<b>100 Bear Mountain Blvd. Arvin CA</b>	<b>H and S. Chevron Food Mart Inc.</b>	<b>Type 21</b>	<b>Active</b>

**MAP OF CURRENT ACTIVE LICENSES**



**ENVIRONMENTAL CONSIDERATIONS:**

California Environmental Quality Act: This action does not meet the definition of a “project” under CEQA Guidelines Section 15378.

**PUBLIC NOTIFICATION:**

The City properly noticed the August 25, 2020, public hearing before the City Council for the Determination of Public Convenience and Necessity in accordance with Government Code §23958.4 of the California Business and Professions Statutes and pursuant to Government Code sections 65090 and 65091 by publication in the newspaper on August 7, 2020. A copy of the notice is attached to this staff report. In addition, the City Clerk provided notice by mailing the public notice to all property owners within the 300-foot radius.

**ATTACHMENTS:**

1. Resolution Of The City Council Of The City Of Arvin Determining that the Public Convenience and Necessity Would not be Served for a Type 20 (Off-Sale Beer and Wine) License at 100 Bear Mountain Blvd.
2. Copy of Published Public Hearing Notice

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN DETERMINING THAT THE PUBLIC CONVENIENCE AND NECESSITY WOULD NOT BE SERVED FOR A TYPE 20 (OFF-SALE BEER AND WINE) LICENSE AT 100 BEAR MOUNTAIN BLVD**

**WHEREAS**, on June 6, 2020 an application for a Public Convenience and Necessity was filed by Hands S. Chevron Food Mart Inc (the “Applicant”) requesting a letter of Public Convenience and Necessity to allow a Type 20 Off-Sale (Beer and Wine) License in a census tract that has surpassed the number of allotted licenses in census tract 63.01.

**WHEREAS**, public notice for the public hearing was published in the newspaper on August 7, 2020, and notices were mailed to individual property owners within 300-feet of the project site 10 days; and

**WHEREAS**, the Planning Commission considered this matter on August 18, 2020 and received testimony and other evidence at the meeting; and after consideration of all evidence before it, the Planning Commission recommended the City Council find that the public convenience and necessity would not be served by granting an additional Type 20 Off-Sale License (Beer and Wine) for the census tract, or an additional license at a location that already has an existing license; and

**WHEREAS**, the City Council considered this matter on August 25, 2020 and has received testimony and other evidence at the meeting; and

**WHEREAS**, City Council has also considered the recommendation from the Planning Commission; and

**WHEREAS**, the City Council desires to find that the public convenience and necessity would not be served by granting an additional Type 20 Off-Sale License (Beer and Wine) for the location at 100 Bear Mountain Boulevard.

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

1. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. The City Council finds that this matter is not a “project” for the purposes of the California Environmental Quality Act (CEQA) as it is merely a determination whether the public convenience and necessity would be served by the proposed transfer. A denial is also not a “project” for the purposes of CEQA. Additionally, the property at 100 Bear Mountain already is already authorized to utilize a Type 21 Off-Sale License (Beer, Wine and Liquor), and there mere transfer of license ownership would not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment given the current environmentally baseline.
3. The City Council finds and determines the public convenience and necessity is not met in the present circumstances for reasons including the following:
  - a. No Substantial Evidence: The applicant currently holds a Type 21 Off-General Sale License that allows for the sale of liquor, beer, and wine at the same location. The applicant

has failed to submit substantial evidence demonstrating that public convenience and necessity warrant adding another license to this census tract, or another license at an identical location, nor is there any such evidence in the record.

- b. No Public Necessity: The grant of an additional license is not necessitated by a lack of licenses within the census tract. The license is proposed for 100 Bear Mountain Boulevard, in Arvin, California, which is located in census tract number 63.01. Based on its population, etc., that census tract would typically be allotted 3 licenses, which would normally be sufficient to meet the community needs. However, there are currently 9 existing licenses within the census tract, which is approximately 300% more than what is allotted for the census tract, and which is well in excess of what is needed to address community needs. Adding an additional license to census tract number 63.01 – at a location that already has an existing license – would further exacerbate overconcentration and is not needed or necessary.
- c. No Public Convenience: For the same reason as noted above, the public convenience would not be served. Additionally, the public can already obtain off-sale beer and wine from an existing license at this location. As such, the addition of yet another license in the census tract at a location that already provides identical services would not provide any additional public convenience.
- d. Public Nuisances: Census tract 63.01 is already overconcentrated, and adding another license will only exacerbate the risk of public nuisances include, public intoxication, public urination, litter, and related conditions, none of which serve the public convenience or necessity.

4. This resolution shall take effect immediately.

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**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 25<sup>th</sup> day of August 2020 by the following vote:

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

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

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

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

**ATTEST**

**CITY OF ARVIN**

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

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

Attachment: CC Reso - 100 BMB PNCH (Public Hearing: Denial of Public Convenience & Necessity for 100 Bear Mtn Blvd)

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

## NOTICE OF PUBLIC HEARING

### Finding of Public Convenience/Necessity for a Type 20 Off-Sale (Beer & Wine) General License For 100 Bear Mountain Blvd., Arvin, CA

Notice is hereby given that the Planning Commission of the City of Arvin, California, will conduct a public hearing, at which time you may be heard to consider the following:

- Adoption of a Resolution Recommending the City Council Adopt a Resolution of the City Council of the City of Arvin, making the findings for a public convenience/necessity for a Type 20 Off-Sale (Beer & Wine) General License located at 100 Bear Mountain Blvd, Arvin CA 93203.

#### Arvin Planning Commission Public Hearing Information

**Date:** August 18, 2020

**Time:** 6:00 PM

**Place:** City of Arvin Council Chambers (via teleconference/web)  
200 Campus Drive, Arvin, CA 93203

**Call In Number:** 1-669-900-9128; Access Code 814 7122 3031#

**Join on-line:** <https://us02web.zoom.us/j/81471223031>

Notice is further given that the City Council of the City of Arvin, California, will conduct a public hearing, at which time you may be heard to consider the following:

- Adoption of a Resolution Recommending the City Council Adopt an Uncodified Ordinance of the City Council of the City of Arvin, making the findings for a public convenience/necessity for a Type 20 Off-Sale (Beer & Wine) General License located at 100 Bear Mountain Blvd, Arvin CA 93203.

#### Arvin City Council Public Hearing Information

**Date:** August 25, 2020

**Time:** 6:00 PM

**Place:** City of Arvin Council Chambers (via teleconference/web)  
200 Campus Drive, Arvin, CA 93203

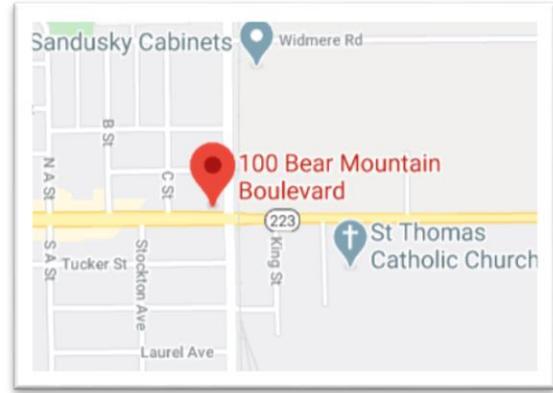
**Call In Number:** 1-669-900-9128; Access Code 814 7122 3031#

**Join on-line:** <https://us02web.zoom.us/j/81471223031>

**COVID-19 NOTE:** These meetings will held by telephone consistent with the Governor's Executive Order N-25-20 and N-29-20 issued on March 18, 2020. The purpose of this is to provide a safe environment for staff and the public to conduct City business, while allowing

for public participation. These meetings will be held by teleconference only unless the emergency has been lifted before the meeting date. Members of the public are encouraged to participate by phone or email at [cvela@arvin.org](mailto:cvela@arvin.org) or by submitting written comments at City Hall prior to the hearing. At least 72 hours before each meeting the Agenda will be posted at <https://www.arvin.org/government/clerk/meeting-agendas-minutes/documents-page/>. Please check the Agenda for additional ways to participate in this matter.

**Description of the Project:** The purpose of the public hearings is to consider of a public convenience/necessity for a Type 20 Off-Sale General License (Beer & Wine). The applicant is seeking to obtain a Type 20 Off-Sale General License form the California Department of Alcoholic Beverage Control, however County of Kern in a moratorium and in order for an excess of Alcoholic licenses to be approve the applicant must show proof a public convenience/necessity.



Applicant:	H and S Chevron Food Mart Inc.
Project Address:	100 Bear Mountain Blvd, Arvin, CA 93203 (Northwestern corner of Tejon Highway and East Bear Mountain Blvd.)
Assessor Parcel No.	190-142-04 .29 acres
Zoning:	C-2, Commercial Zone
General Plan Land Use Designation	General Commercial

This finding is not a “project” for the purposes of the California Environmental Quality Act (CEQA) Guidelines section 15378. There is currently an approved Type 21 Off-Sale license already approved and in use for the property.

Additional information on the proposed project may be obtained from the City from the City of Arvin, City Hall, 200 Campus Drive, Arvin, California, 93203, or the City’s web site at [www.arvin.org](http://www.arvin.org).

All persons interested in this topic who have questions, would like to provide feedback, or who have comments are invited to attend. If you challenge the approval or denial of these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk, at or prior to, the public hearing. Address any communications or comments regarding the project to Cecilia Vela, City Clerk, at 200 Campus Drive, Arvin, CA 93203, (661) 854-3134, [cvela@arvin.org](mailto:cvela@arvin.org).

Cecilia Vela, City Clerk  
 Published: August 07, 2020, Bakersfield Californian