



**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 SEPTEMBER 08, 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, September 07, 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. 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

ROLL CALL

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

PUBLIC COMMENTS:

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

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

AGENDA STAFF REPORTS AND HANDOUTS:

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

CONDUCT IN THE CITY COUNCIL CHAMBERS:

Rules of Decorum for the Public

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

Removal from the Council Chambers

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

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

AMERICANS with DISABILITIES ACT:

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



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 25, 2020. (City Attorney)

4. CONSENT AGENDA ITEM(S)

A. Approval of Demand Register(s) of August 22, 2020 – September 04, 2020.

B. Approval of Payroll Register(s) of September 04, 2020.

C. Approval of the Minutes of the Regular Meeting(s) of August 25, 2020.

D. Approval of A Resolution of the City Council of the City of Arvin Provisionally Approving the Arvin Chamber of Commerce Special Event Permit Application for the Annual Christmas Parade 2020 and Waive City Costs Associated with this Event; Subject to State, County and City Rules and Regulations Related to COVID-19.

E. Approval of A Resolution of the City Council of the City of Arvin Updating the City of Arvin 2020 Transit Title VI Compliance Program.

F. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal To and Acceptance of A Grant from the San Joaquin Valley’s “Clean Vehicle Fueling Infrastructure Program (CVIP)” and Authorizing the City Manager, or His Designee, To Execute All Related Program Documents; and Authorizing Related Action.

G. Approval of Subrecipient Agreement with Self-Help Enterprises (SHE) for CARES Act Funding.

H. Approval of A Resolution of the City Council of the City of Arvin Receiving the 2018-2019 Kern County Grand Jury Report of June 3, 2019, and Affirming Filing and Posting In A Conspicuous Location at City Hall.

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 Standards for the Bear Mountain Central Business District and Procedural Updates to the Arvin Municipal Code. (Senior Planner)

Staff recommends the City Council:

- 1) Consider adopting a Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) and adopting CEQA findings; and;
- 2) Consider introducing an Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings to be read by title only, and open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

6. ACTION ITEM(S)

- A.** Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference to be Held Virtually on October 07 - 09, 2020. (City Clerk)

Staff recommends designating a voting delegate and up to two alternates.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

- B.** Consideration and Direction Regarding Resolutions to be Considered at the League of California Cities Annual Conference Business Meeting on October 09, 2020. (City Clerk)

- 1. A Resolution of the General Assembly of the League of California Cities Calling for An Amendment of Section 230 of the Communications Decency Act of 1996 to Require Social Media Companies to Remove Materials Which Promote Criminal Activities.

Staff recommends that the Council consider the Resolution and determine the City’s position so that the Voting Delegate can represent the City’s position for this Resolution at the Business Meeting.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ____ CM Trujillo ____ CM Franetovich ____ MPT Robles ____ Mayor Gurrola ____

- C.** Consideration and Approval of A Resolution of the City Council of the City of Arvin Establishing the Allowable Expenditures for the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funds to Address the Public Health and Public Safety Impacts of COVID-19. (Finance Director)

Staff recommends approval of the Resolution.

Motion _____ Second _____ Vote _____

Roll Call: CM Martinez ___ CM Trujillo ___ CM Franetovich ___ MPT Robles ___ Mayor Gurrola ___

- D.** 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

- A.** Monthly Financial Report – June 2020 (Finance Director)
- B.** CARES Act Spending Report (Finance Director)

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.

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 September 04, 2020.



Cecilia Vela, City Clerk

Edit List of Invoices - Detail w/GL

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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
	ARVIN POLICE OFFICERS	08/21/2020	BOFA	UNION DUES 08.07.20 & 08/21/20	
		08/24/2020	N		600.00
51722		08/21/2020	N	N	0.00
01-725		08/21/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/21/2020	UNION DUES 08.07.20 & 08		600.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		600.00	0.00
Distribution Total			600.00	0.00
			Vendor Total:	600.00

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
	BLUE SHIELD OF CALIFORNIA	08/14/2020	BOFA	MEDICAL 09.01.20 - 09.30.20	
	PO BOX 749415	08/24/2020	N		18,489.37
51728	LOS ANGELES	08/14/2020	N	N	0.00
02-490	CA 90074-9415	08/14/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/14/2020	202270022636		18,489.37

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		4,716.87	0.00
100-007-5015	MEDICAL INSURANCE		637.94	0.00
100-013-5015	MEDICAL INSURANCE		632.05	0.00
100-014-5015	MEDICAL INSURANCE		4,249.61	0.00
200-020-5015	MEDICAL INSURANCE		3,873.89	0.00
230-032-5015	MEDICAL INSURANCE		340.26	0.00
400-023-5015	MEDICAL INSURANCE		1,713.95	0.00
100-000-0227	GEMCARE HMO DEDUCTION		1,647.00	0.00
100-014-5015	MEDICAL INSURANCE		677.80	0.00
Distribution Total			18,489.37	0.00
			Vendor Total:	18,489.37

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
	CALED	06/15/2020	BOFA	MEMEBERSHIP RENEWAL FY20-21	
	2150 RIVER PLAZA DRIVE	06/15/2020	N	C. VITERELLI	100.00
51747	SACRAMENTO	06/15/2020	N	N	0.00
03-050	CA 95833	06/15/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	06/15/2020	300002732		100.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5062	DUES AND SUBSCRIPTIONS		100.00	0.00
Distribution Total			100.00	0.00
			Vendor Total:	100.00

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
	CENTRAL CALIF. ASSOC. PUBLIC	08/21/2020	BOFA	COA UNION DUES 08.21.20	
	SEIU LOCAL 521	08/24/2020	N		697.00
51723	SAN FRANCISCO	08/21/2020	N	N	0.00
11-150	CA 94139-8826	08/21/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/21/2020	COA UNION DUES 08.21.20		697.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		697.09	0.00
Distribution Total			697.09	0.00
			Vendor Total:	697.09

Attachment: Demand Register(s) of August 22, 2020 - September 04, 2020 (Demand Register(s) of August 22, 2020 - September 04, 2020.)

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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51738	CLEAN CUT LANDSCAPE MANAG	07/31/2020	BOFA	MAINT SVC LLMD NO 1 JUL2020	
48-477	8406 N. ARMSTRONG AVE	08/24/2020	N		2,680.00
	CLOVIS	07/31/2020	N	N	0.00
	CA 93619	07/31/2020	0.00	N	0
	<Emailing Stub Disabled>	07/31/2020	2624		2,680.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
240-025-5077	OUTSIDE SERVICES		2,680.00	0.00
Distribution Total			2,680.00	0.00

51739	CLEAN CUT LANDSCAPE MANAG	07/31/2020	BOFA	MAINT SVC LLMD NO 2 JUL2020	
48-477	8406 N. ARMSTRONG AVE	08/24/2020	N		645.00
	CLOVIS	07/31/2020	N	N	0.00
	CA 93619	07/31/2020	0.00	N	0
	<Emailing Stub Disabled>	07/31/2020	2625		645.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
242-027-5077	OUTSIDE SERVICES		645.00	0.00
Distribution Total			645.00	0.00

Vendor Total: 3,325.00

51736	COMMUNICATION ENTERPRISES	08/05/2020	BOFA	LTR 450 DISPTCH TRNSIT AUG20	
03-580	2315 "Q" ST	08/24/2020	N		135.00
	BAKERSFIELD	08/05/2020	N	N	0.00
	CA 93301	08/05/2020	0.00	N	0
	<Emailing Stub Disabled>	08/05/2020	1104016		135.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5036	COMMUNICATIONS		135.00	0.00
Distribution Total			135.00	0.00

51737	COMMUNICATION ENTERPRISES	08/05/2020	BOFA	LTR 450 DISPATCH M & I AUG2020	
03-580	2315 "Q" ST	08/24/2020	N		165.00
	BAKERSFIELD	08/05/2020	N	N	0.00
	CA 93301	08/05/2020	0.00	N	0
	<Emailing Stub Disabled>	08/05/2020	1104017		165.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5036	COMMUNICATIONS		165.00	0.00
Distribution Total			165.00	0.00

Vendor Total: 300.00

51732	COMPLETE HARDWARE STORE	08/06/2020	BOFA	COMM CTR IRRIGAT LEAK REPAI	
48-463	101 BEAR MOUNTAIN BLVD.	08/24/2020	N		15.56
	ARVIN	08/06/2020	N	N	0.00
	CA 93203	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	335127		15.56

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		15.56	0.00
Distribution Total			15.56	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. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Discour
					Net Amount
51733	COMPLETE HARDWARE STORE	08/04/2020	BOFA	COMM CTR BROOM & DUST PAN	23.79
48-463	101 BEAR MOUNTAIN BLVD.	08/24/2020	N		0.00
	ARVIN	08/04/2020	N	N	0.00
	CA 93203	08/04/2020	0.00	N	0
	<Emailing Stub Disabled>	08/04/2020	334821		23.79

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		23.79	0.00
Distribution Total			23.79	0.00

Vendor Total: 39.30

51727	COPOWER	ID 903697	08/12/2020	BOFA	CHIRO SVC SEP2020	
27-067	DEPT. 34604		08/24/2020	N		175.80
	SAN FRANCISCO		08/12/2020	N	N	0.00
	CA 94139		08/12/2020	0.00	N	0
	<Emailing Stub Disabled>		08/12/2020	2037268		175.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		27.74	0.00
100-013-5015	MEDICAL INSURANCE		21.63	0.00
100-014-5015	MEDICAL INSURANCE		42.32	0.00
100-030-5015	MEDICAL INSURANCE		4.78	0.00
200-020-5015	MEDICAL INSURANCE		27.74	0.00
230-032-5015	MEDICAL INSURANCE		4.78	0.00
400-023-5015	MEDICAL INSURANCE		46.88	0.00
Distribution Total			175.87	0.00

Vendor Total: 175.80

51725	GOLDEN EMPIRE TOWING INC	06/11/2020	BOFA	UNIT 279- TOWED TO ARVIN PD	
28-180	1915 SOUTH UNION AVE	06/11/2020	N		50.00
	BAKERSFIELD	06/11/2020	N	N	0.00
	CA 93307	06/11/2020	0.00	N	0
	<Emailing Stub Disabled>	06/11/2020	458594		50.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		50.00	0.00
Distribution Total			50.00	0.00

Vendor Total: 50.00

51735	GVD INVESTIGATIONS	08/06/2020	BOFA	BACKGROUND INVESTIGATION	
62-042	78365 HIGHWAY 111, #314	08/24/2020	N	TELO, J. AND WOLIN, N.	4,400.00
	LA QUINTA	08/06/2020	N	N	0.00
	CA 92253	08/06/2020	0.00	Y	0
	<Emailing Stub Disabled>	08/06/2020	20-1C		4,400.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5034	PROFESSIONAL SERVICES		4,400.00	0.00
Distribution Total			4,400.00	0.00

Vendor Total: 4,400.00

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	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
51730	HAAKER EQUIPMENT COMPANY	08/03/2020	BOFA	STREET SWEEPER- REPAIR WAT	
27-074	2070 N. WHITELANE AVE.	08/24/2020	N	SPRAY ISSUES	1,622.88
	LA VERNE	08/03/2020	N	N	0.00
	CA 91750	08/03/2020	0.00	N	0
	<Emailing Stub Disabled>	08/03/2020	W62094		1,622.88

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5039	STREET SWEEPING		1,622.89	0.00
Distribution Total			1,622.89	0.00

Vendor Total: 1,622.88

51729	KAISER PERMANENTE	08/05/2020	BOFA	MEDICAL SEP2020	
28-063	FILE 5915	08/24/2020	N		23,668.00
	LOS ANGELES	08/05/2020	N	N	0.00
	CA 90074-5915	08/05/2020	0.00	N	0
	<Emailing Stub Disabled>	08/05/2020	BU 690201404 - SEP2020		23,668.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5015	MEDICAL INSURANCE		1,467.42	0.00
100-007-5015	MEDICAL INSURANCE		1,072.97	0.00
100-013-5015	MEDICAL INSURANCE		2,122.46	0.00
100-014-5015	MEDICAL INSURANCE		2,909.81	0.00
100-014-5015	MEDICAL INSURANCE		1,534.95	0.00
200-020-5015	MEDICAL INSURANCE		4,443.38	0.00
230-032-5015	MEDICAL INSURANCE		367.59	0.00
400-023-5015	MEDICAL INSURANCE		7,603.50	0.00
100-000-0228	KAISER HMO DEDUCTION		2,146.00	0.00
Distribution Total			23,668.08	0.00

Vendor Total: 23,668.08

51740	LOWE'S	08/02/2020	BOFA	STATEMENT ENDING 08.02.20	
28-130	P.O. BOX 530954	08/24/2020	N	AND FURNITURE DOLLY	99.69
	ATLANTA	08/02/2020	N	N	0.00
	GA 30353-0954	08/02/2020	0.00	N	0
	<Emailing Stub Disabled>	08/02/2020	STATEMENT ENDING 08.02		99.69

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT	8FT PLUG FOR FINANCE TRAILER	9.23	0.00
100-019-5094	SHOP SUPPLIES	FURNITURE DOLLY	35.99	0.00
100-019-5094	SHOP SUPPLIES	TIE DOWNS FOR JOHN DEERE MOWER	54.47	0.00
Distribution Total			99.69	0.00

Vendor Total: 99.69

51731	MOBILE AG & INDUSTRIAL SUPPL	08/05/2020	BOFA	COVID19 PPE	
49-090	4310 ROSEDALE HWY	08/24/2020	N		200.26
	BAKERSFIELD	08/05/2020	N	N	0.00
	CA 93308	08/05/2020	0.00	N	0
	<Emailing Stub Disabled>	08/05/2020	105274		200.26

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-019-5179	COVID-19 SUPPORT		200.26	0.00
Distribution Total			200.26	0.00

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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
				Vendor Total:	200.21
51744	MOUNTAINSIDE DISPOSAL	08/10/2020	BOFA	BIN RENT 4YD FL SVC AUG2020	
13-585	8665 SO. UNION AVE	08/24/2020	N		66.99
	BAKERSFIELD	08/10/2020	Y	N	0.00
	CA 93307	08/10/2020	0.00	N	0.00
	<Emailing Stub Disabled>	08/10/2020	591498		66.99

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		66.94	0.00
Distribution Total			66.94	0.00

Vendor Total: 66.99

51734	MUNISERVICES, LLC	08/04/2020	BOFA	STARS SVC- 1ST QTR 2020	
28-447	BIRMINGHAM	08/24/2020	N		556.21
	AL 35202-0992	08/04/2020	N	N	0.00
	<Emailing Stub Disabled>	08/04/2020	0.00	N	0.00
		08/04/2020	INV06-009490		556.21

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		556.20	0.00
Distribution Total			556.20	0.00

Vendor Total: 556.21

51726	PG & E	08/12/2020	BOFA	ELEC SVC 07.12.20 - 08.11.20	
16-004	BOX 997300	08/24/2020	N		15,897.66
	SACRAMENTO	08/12/2020	N	N	0.00
	CA 95899-7300	08/12/2020	0.00	N	0.00
	<Emailing Stub Disabled>	08/12/2020	ELEC SVC 07.12.20 - 08.11.		15,897.66

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		35.58	0.00
100-014-5060	UTILITIES EXPENSE		3,149.77	0.00
100-001-5060	UTILITIES EXPENSE		1,622.61	0.00
100-014-5060	UTILITIES EXPENSE		122.73	0.00
100-001-5060	UTILITIES EXPENSE		63.22	0.00
100-009-5060	UTILITIES EXPENSE		921.61	0.00
100-012-5060	UTILITIES EXPENSE		802.71	0.00
420-016-5060	UTILITIES EXPENSE		635.75	0.00
100-019-5060	UTILITIES EXPENSE		242.33	0.00
200-020-5060	UTILITIES EXPENSE		3,971.53	0.00
240-025-5060	UTILITIES EXPENSE		3,290.57	0.00
242-027-5060	UTILITIES EXPENSE		438.32	0.00
100-007-5060	UTILITIES EXPENSE		298.61	0.00
400-023-5060	UTILITIES EXPENSE		194.91	0.00
100-005-5060	UTILITIES EXPENSE		107.37	0.00
Distribution Total			15,897.62	0.00

Vendor Total: 15,897.66

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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
51745	PUBLIC WORKS COUNTY OF KEF	08/08/2020	BOFA	STSW & MUNI SVC JUL2020	
16-951	PO BOX 845590	08/24/2020	N		568.80
	LOS ANGELES	08/08/2020	N	N	0.00
	CA 90084-5590	08/08/2020	0.00	N	0
	<Emailing Stub Disabled>	08/08/2020	ARVIN 08.08.20		568.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		568.80	0.00
Distribution Total			568.80	0.00

Vendor Total: 568.80

51746	PURCHASE POWER	08/11/2020	BOFA	METER REFILL 08.05.20	
16-391	P.O. BOX 371874	08/24/2020	N		503.50
	PITTSBURGH	08/11/2020	N	N	0.00
	PA 15250-7874	08/11/2020	0.00	N	0
	<Emailing Stub Disabled>	08/11/2020	A#8000-9000-0054-0157 08.		503.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5026	POSTAGE		251.75	0.00
100-007-5026	POSTAGE		125.88	0.00
100-014-5026	POSTAGE		125.87	0.00
Distribution Total			503.50	0.00

Vendor Total: 503.50

51742	TAG-AMS, INC	08/14/2020	BOFA	RANDOM URINE TEST GUERRER	
20-040	10572 CHESTNUT ST.	08/24/2020	N		85.00
	LOS ALAMITOS	08/14/2020	N	N	0.00
	CA 90720	08/14/2020	0.00	N	0
	<Emailing Stub Disabled>	08/14/2020	2773866		85.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5077	OUTSIDE SERVICES		85.00	0.00
Distribution Total			85.00	0.00

51743	TAG-AMS, INC	08/14/2020	BOFA	RANDOM URINE TESTS CORRAL,	
20-040	10572 CHESTNUT ST.	08/24/2020	N	AND HERNANDEZ, C.	170.00
	LOS ALAMITOS	08/14/2020	N	N	0.00
	CA 90720	08/14/2020	0.00	N	0
	<Emailing Stub Disabled>	08/14/2020	2772935		170.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5034	PROFESSIONAL SERVICES		170.00	0.00
Distribution Total			170.00	0.00

Vendor Total: 255.00

51741	TYLER TECHNOLOGIES, INC.	07/22/2020	BOFA	INCODE- CURRENT FUTURE STA	
20-810	P.O BOX 203556	08/24/2020	N	ANALYSIS	4,160.00
	DALLAS	07/22/2020	N	N	0.00
	TX 75320-3556	07/22/2020	0.00	N	0
	<Emailing Stub Disabled>	07/22/2020	025-303369		4,160.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		4,160.00	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

Distribution Total					4,160.00	0.00
					Vendor Total:	4,160.00

51724	VANTAGE POINT TRANSFER AGE	08/21/2020		BOFA	457K 08.21.20	
26-912	C/O M&T BANK	08/24/2020		N		556.00
	BALTIMORE	08/21/2020		N	N	0.00
	MD 21264	08/21/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/21/2020	457K 08.21.20			556.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0211	457K DEDUCTIONS		556.04	0.00
Distribution Total			556.04	0.00
			Vendor Total:	556.00

51721	VERIZON WIRELESS A#64202330	07/28/2020		BOFA	SVC 06.29.20 -07.28.20 TRANSIT	
28-292	PO BOX 660108	08/24/2020		N		120.18
	DALLAS	07/28/2020		N	N	0.00
	TX 75266-0108	07/28/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/28/2020	9859663066			120.18

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5056	TELEPHONE		120.18	0.00
Distribution Total			120.18	0.00
			Vendor Total:	120.18

Grand Total:	76,451.88
Less Credit Memos:	0.00
Net Total:	76,451.88
Less Hand Check Total:	0.00
Outstanding Invoice Total:	76,451.88

Total Invoices: 27

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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
	WELLS FARGO BANK - TRUSTEE	07/02/2020	BOFA	ARVIN CRA TAX ALCTN REF BND	
	WF 8113	08/25/2020	N	SR 2019- ADMIN CHARGES	2,500.00
51748	MINNEAPOLIS	07/02/2020	N	N	0.00
23-282	MN 55485-8113	07/02/2020	0.00	N	0
	<Emailing Stub Disabled>	07/02/2020	1863778		<u>2,500.00</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
450-070-5034	PROFESSIONAL SERVICES		2,500.00	0.00
Distribution Total			<u>2,500.00</u>	<u>0.00</u>

Vendor Total: 2,500.00

	WELLS FARGO BANK BOND PMT:	07/22/2020	BOFA	ARVIN CRA TAX ALCTN REF BND	
	WF CTS DEBT SERVICE	08/25/2020	N	SR 2019- INTEREST DUE HOLDEF	52,246.25
51749	MINNEAPOLIS	07/22/2020	N	N	0.00
23-281	MN 55485-6470	07/22/2020	0.00	N	0
	<Emailing Stub Disabled>	07/22/2020	ARVI719TARB SEP2020		<u>52,246.25</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
450-000-0341	BONDS PAYABLE 2019B TX		52,246.25	0.00
Distribution Total			<u>52,246.25</u>	<u>0.00</u>

	WELLS FARGO BANK BOND PMT:	07/23/2020	BOFA	ARVIN CRA TAX ALCTN REF BND	
	WF CTS DEBT SERVICE	08/25/2020	N	SR 2019- INTEREST DUE HOLDEF	73,875.00
51750	MINNEAPOLIS	07/23/2020	N	N	0.00
23-281	MN 55485-6470	07/23/2020	0.00	N	0
	<Emailing Stub Disabled>	07/23/2020	ARVI719TARA SEP2020		<u>73,875.00</u>

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
450-000-0340	BONDS PAYABLE 2019A NTX		73,875.00	0.00
Distribution Total			<u>73,875.00</u>	<u>0.00</u>

Vendor Total: 126,121.25

Grand Total: 128,621.25

Less Credit Memos: 0.00

Net Total: 128,621.25

Less Hand Check Total: 0.00

Outstanding Invoice Total: 128,621.25

Total Invoices: 3

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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
	ADRIAN HERNANDEZ	09/02/2020	BOFA	EDUCATION REIMB THRU SPRNC	
		09/03/2020	N		5,442.00
51751		09/02/2020	N	N	0.00
62-010		09/02/2020	0.00	N	0
	<Emailing Stub Disabled>	09/02/2020	A. HERNANDEZ EDU REIM		5,442.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5007	Educational Reimbursement		5,442.00	0.00
Distribution Total			5,442.00	0.00

Vendor Total: 5,442.00

	AIRCO BAKERSFIELD	08/10/2020	BOFA	SERVICE TWO A/C UNITS APD	
	PO BOX 2807	09/03/2020	N		235.00
51752	BAKERSFIELD	08/10/2020	N	N	0.00
49-035	CA 93303	08/10/2020	0.00	N	0
	<Emailing Stub Disabled>	08/10/2020	90115		235.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5008	MAINTENANCE - OTHER		235.00	0.00
Distribution Total			235.00	0.00

	AIRCO BAKERSFIELD	08/12/2020	BOFA	SERVICE A/C UNIT AT CITY HALL	
	PO BOX 2807	09/03/2020	N		150.00
51753	BAKERSFIELD	08/12/2020	N	N	0.00
49-035	CA 93303	08/12/2020	0.00	N	0
	<Emailing Stub Disabled>	08/12/2020	90127		150.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5008	MAINTENANCE - OTHER		150.00	0.00
Distribution Total			150.00	0.00

Vendor Total: 385.00

	ALESHIRE & WYNDER, LLP	07/31/2020	BOFA	LEGAL SERVICES JULY 2020	
	18881 VON KARMAN AVE, STE 17	09/03/2020	N		37,599.10
51754	IRVINE	07/31/2020	N	N	0.00
28-209	CA 92612	07/31/2020	0.00	Y	0
	<Emailing Stub Disabled>	07/31/2020	LEGAL SERVICES JULY 20.		37,599.10

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5018	LEGAL EXPENSE - GENERAL	GEN LEGAL	20,217.60	0.00
319-001-5018	LEGAL EXPENSE - GENERAL	COVID	8,960.00	0.00
100-007-5018	LEGAL EXPENSE - GENERAL	CD LEGAL	2,088.00	0.00
100-014-5018	LEGAL EXPENSE - GENERAL	PD	2,016.50	0.00
400-023-5018	LEGAL EXPENSE - GENERAL	TRANSIT	1,480.00	0.00
420-016-5018	LEGAL EXPENSE - GENERAL	SEWER	594.50	0.00
408-074-5018	LEGAL EXPENSE - GENERAL	FTA LO NO	2,242.50	0.00
Distribution Total			37,599.10	0.00

Vendor Total: 37,599.10

	ARVIN COMM SERVICES DIST	08/31/2020	BOFA	SERVICE 07.27.20 - 08.24.20	
	309 CAMPUS DR.	09/04/2020	N		9,589.87
51785	ARVIN	08/31/2020	N	N	0.00
01-705	CA 93203	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	SERVICE 07.27.20 - 08.24.2		9,589.87

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

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		587.52	0.00
100-001-5060	UTILITIES EXPENSE		180.26	0.00
100-014-5060	UTILITIES EXPENSE		180.25	0.00
100-007-5060	UTILITIES EXPENSE		93.72	0.00
400-023-5060	UTILITIES EXPENSE		161.89	0.00
100-009-5060	UTILITIES EXPENSE		362.53	0.00
100-012-5060	UTILITIES EXPENSE		5,305.45	0.00
100-019-5060	UTILITIES EXPENSE		177.73	0.00
200-020-5060	UTILITIES EXPENSE		888.65	0.00
240-025-5060	UTILITIES EXPENSE		1,473.07	0.00
242-027-5060	UTILITIES EXPENSE		86.94	0.00
420-016-5060	UTILITIES EXPENSE		61.24	0.00
450-070-5060	UTILITIES EXPENSE		30.62	0.00
Distribution Total			9,589.87	0.00

Vendor Total: 9,589.8

	AT&T	08/01/2020		BOFA	9391059040 07.01.20 - 07.31.20	
	P.O. BOX 9011	09/03/2020		N		211.80
51755	CAROL STREAM	08/01/2020		N	N	0.00
26-909	IL 60197	08/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2020	000015115111			211.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5056	TELEPHONE		21.18	0.00
100-007-5056	TELEPHONE		42.36	0.00
100-014-5056	TELEPHONE		95.31	0.00
400-023-5056	TELEPHONE		21.18	0.00
100-009-5056	TELEPHONE		10.59	0.00
100-019-5056	TELEPHONE		10.59	0.00
100-002-5056	TELEPHONE		10.59	0.00
Distribution Total			211.80	0.00

	AT&T	08/01/2020		BOFA	9391060015 07.01.20 - 07.31.20	
	P.O. BOX 9011	09/03/2020		N		195.10
51756	CAROL STREAM	08/01/2020		N	N	0.00
26-909	IL 60197	08/01/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2020	000015115342			195.10

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5056	TELEPHONE		19.51	0.00
100-007-5056	TELEPHONE		39.02	0.00
100-014-5056	TELEPHONE		87.80	0.00
400-023-5056	TELEPHONE		19.51	0.00
100-009-5056	TELEPHONE		9.76	0.00
100-019-5056	TELEPHONE		9.76	0.00
100-002-5056	TELEPHONE		9.75	0.00
Distribution Total			195.11	0.00

Vendor Total: 406.9

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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
51757	CALSTART INC	08/10/2020	BOFA	BATTERY ELEC TRNST BUS DEPI	
03-046	48 S. CHESTER AVENUE	09/03/2020	N	JOB4920-001 07.01.20 -07.31.20	3,058.7
	PASADENA	08/10/2020	N	N	0.00
	CA 91106	08/10/2020	0.00	0	0.00
	<Emailing Stub Disabled>	08/10/2020	0111577		3,058.7

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5034	PROFESSIONAL SERVICES		3,058.71	0.00
Distribution Total			3,058.71	0.00
			Vendor Total:	3,058.7

51758	CENTRAL CALIF. ASSOC. PUBLIC	09/03/2020	BOFA	COA UNION DUES 09.04.20	
11-150	SEIU LOCAL 521	09/03/2020	N		674.00
	SAN FRANCISCO	09/03/2020	N	N	0.00
	CA 94139-8826	09/03/2020	0.00	0	0.00
	<Emailing Stub Disabled>	09/03/2020	COA UNION DUES 09.04.20		674.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		674.03	0.00
Distribution Total			674.03	0.00
			Vendor Total:	674.00

51759	DEPARTMENT OF JUSTICE	08/07/2020	BOFA	FINGERPRINTING JULY 2020	
04-258	P.O. BOX 944255	09/03/2020	N		128.00
	SACRAMENTO	08/07/2020	N	N	0.00
	CA 94244-2550	08/07/2020	0.00	0	0.00
	<Emailing Stub Disabled>	08/07/2020	460590		128.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5054	CONTRACT SERVICES		128.00	0.00
Distribution Total			128.00	0.00
			Vendor Total:	128.00

51760	DIAMOND TECHNOLOGIES, INC	07/01/2020	BOFA	QUOTE 005208- TRAILER CABLIN	
28-397	P.O BOX 660831	09/04/2020	N	ELECTRONICS - COVID	4,732.5
	DALLAS	07/01/2020	N	N	0.00
	TX 75266-0831	07/01/2020	0.00	0	0.00
	<Emailing Stub Disabled>	07/01/2020	26340		4,732.5

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-001-5179	COVID-19 SUPPORT		4,732.51	0.00
Distribution Total			4,732.51	0.00
			Vendor Total:	4,732.5

51761	FEDEX	08/21/2020	BOFA	SVC 07.17.20 - 08.20.20	
06-012	P.O. BOX 7221	09/04/2020	N		417.20
	PASADENA	08/21/2020	N	N	0.00
	CA 91109-7321	08/21/2020	0.00	0	0.00
	<Emailing Stub Disabled>	08/21/2020	7-100-38801		417.20

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5026	POSTAGE		53.46	0.00
100-007-5026	POSTAGE		363.82	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

Distribution Total					417.28	0.00
					Vendor Total:	417.28

51762	GOLDEN EMPIRE FLEET SERVICE	08/13/2020	BOFA	UNIT 203 45 DAY INSPECTION/SV		
07-592	P.O. BOX 2192	09/04/2020	N			588.63
	BAKERSFIELD	08/13/2020	N	N		0.00
	CA 93303-2192	08/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2020	61228			588.63

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		588.63	0.00
Distribution Total			588.63	0.00

51763	GOLDEN EMPIRE FLEET SERVICE	08/13/2020	BOFA	UNIT 110 45 DAY INSPECTION		
07-592	P.O. BOX 2192	09/04/2020	N			534.87
	BAKERSFIELD	08/13/2020	N	N		0.00
	CA 93303-2192	08/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2020	61145			534.87

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		534.87	0.00
Distribution Total			534.87	0.00

51764	GOLDEN EMPIRE FLEET SERVICE	08/13/2020	BOFA	UNIT 207 45 DAY INSPECTION		
07-592	P.O. BOX 2192	09/04/2020	N			628.12
	BAKERSFIELD	08/13/2020	N	N		0.00
	CA 93303-2192	08/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2020	61143			628.12

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		628.12	0.00
Distribution Total			628.12	0.00

51765	GOLDEN EMPIRE FLEET SERVICE	08/13/2020	BOFA	UNIT 110 DIAG REPLACE RADIATOR		
07-592	P.O. BOX 2192	09/04/2020	N			1,539.73
	BAKERSFIELD	08/13/2020	N	N		0.00
	CA 93303-2192	08/13/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2020	61085			1,539.73

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		1,539.73	0.00
Distribution Total			1,539.73	0.00

Vendor Total: 3,291.38

51766	GOLDEN EMPIRE TOWING INC	08/05/2020	BOFA	UNIT 279 WINCH OUT EL CAMINO		
28-180	1915 SOUTH UNION AVE	09/04/2020	N	& SOUTH COMANCHE		127.50
	BAKERSFIELD	08/05/2020	N	N		0.00
	CA 93307	08/05/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/05/2020	458692			127.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		127.50	0.00
Distribution Total			127.50	0.00

Vendor Total: 127.50

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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
51767	GUARDIAN	09/04/2020	BOFA	BUNDLE INSURANCE SEP2020	
07-790	P.O. BOX 677458	09/04/2020	N		7,117.00
	DALLAS	09/04/2020	N	N	0.00
	TX 75267-7458	09/04/2020	0.00	N	0
	<Emailing Stub Disabled>	09/04/2020	GROUP ID 00 473727 SEP2		7,117.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0229	GUARDIAN DENTAL/VISION		1,530.14	0.00
100-000-0214	POST TAX DEDUCTIONS		977.08	0.00
100-014-5015	MEDICAL INSURANCE		87.80	0.00
100-001-5015	MEDICAL INSURANCE		790.39	0.00
100-003-5015	MEDICAL INSURANCE		92.89	0.00
100-007-5015	MEDICAL INSURANCE		352.93	0.00
100-013-5015	MEDICAL INSURANCE		469.70	0.00
100-014-5015	MEDICAL INSURANCE		1,552.49	0.00
100-014-5015	MEDICAL INSURANCE		149.64	0.00
230-032-5015	MEDICAL INSURANCE		175.58	0.00
200-020-5015	MEDICAL INSURANCE		474.36	0.00
400-023-5015	MEDICAL INSURANCE		464.04	0.00
Distribution Total			7,117.04	0.00

Vendor Total: 7,117.00

51768	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	ANNUAL MTNCE- 2015 1/2 LANGF	
09-560	P.O. BOX 22723	09/04/2020	N		356.80
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46939		356.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5077	OUTSIDE SERVICES		356.85	0.00
Distribution Total			356.85	0.00

51769	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	ANNUAL MNTNCE- BUILDING	
09-560	P.O. BOX 22723	09/04/2020	N		122.00
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46940		122.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5077	OUTSIDE SERVICES		122.03	0.00
Distribution Total			122.03	0.00

51770	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	ANNUAL MNTNCE- TRANSIT	
09-560	P.O. BOX 22723	09/04/2020	N		254.30
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46941		254.30

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5077	OUTSIDE SERVICES		254.32	0.00
Distribution Total			254.32	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
51771	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	SEMI ANNUAL MAINT STE Y ADOE	
09-560	P.O. BOX 22723	09/04/2020	N		323.11
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46942		<u>0.00</u>
					323.11

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5008	MAINTENANCE - OTHER		323.16	0.00
Distribution Total			323.16	0.00

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
51772	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	ANNUAL MNTNCE- CITY HALL	
09-560	P.O. BOX 22723	09/04/2020	N		162.41
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46943		<u>0.00</u>
					162.41

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5008	MAINTENANCE - OTHER		162.40	0.00
Distribution Total			162.40	0.00

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
51773	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	SEMI ANNUAL MAINT COMM. CTF	
09-560	P.O. BOX 22723	09/04/2020	N		167.03
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46944		<u>0.00</u>
					167.03

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		167.03	0.00
Distribution Total			167.03	0.00

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
51774	INDEPENDENT FIRE & SAFETY IN	08/06/2020	BOFA	FIRE EXTG INSPECT- MAINT PD	
09-560	P.O. BOX 22723	09/04/2020	N		357.64
	BAKERSFIELD	08/06/2020	N	N	0.00
	CA 93390	08/06/2020	0.00	N	0
	<Emailing Stub Disabled>	08/06/2020	46945		<u>0.00</u>
					357.64

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5008	MAINTENANCE - OTHER		357.64	0.00
Distribution Total			357.64	0.00

Vendor Total: 1,743.41

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
51775	KERN COUNTY CLERK	08/27/2020	BOFA	NOTICE OF DETERMINATION CO,	
11-258	1115 TRUXTUN AVENUE	09/04/2020	N	SANITARY SEWER MASTER PLAN	50.00
	BAKERSFIELD	08/27/2020	Y	N	0.00
	CA 93301	08/27/2020	0.00	N	0
	<Emailing Stub Disabled>	08/27/2020	NOTICE DETERM COA SEV		<u>0.00</u>
					50.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-007-5035	OUTSIDE ADMIN/REGULATORY FEES		50.00	0.00
Distribution Total			50.00	0.00

Vendor Total: 50.00

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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. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51776	LIEBERT CASSIDY WHITMORE	08/20/2020	BOFA	ERC MEMBERSHIP FY 2020-2021	2,445.00
12-295	6033 WEST CENTURY BLVD.	09/04/2020	N		0.00
	LOS ANGELES	08/20/2020	N	N	0.00
	CA 90045	08/20/2020	0.00	N	0
	<Emailing Stub Disabled>	08/20/2020	1504962		2,445.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5062	DUES AND SUBSCRIPTIONS		2,445.00	0.00
Distribution Total			2,445.00	0.00

Vendor Total: 2,445.00

51777	MI SUN KIL	08/14/2020	BOFA	CITY YARD DISINFECT 2 RESTRC	
13-382	3740 ALTA MESA DRIVE	09/04/2020	N	1 BRKROOM TRKS & BOBOCAT- (875.00
	STUDIO CITY	08/14/2020	N	N	0.00
	CA 91604	08/14/2020	0.00	Y	0
	<Emailing Stub Disabled>	08/14/2020	2327		875.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-019-5179	COVID-19 SUPPORT		875.00	0.00
Distribution Total			875.00	0.00

Vendor Total: 875.00

51778	PRO FORCE LAW ENFORCEMEN	08/11/2020	BOFA	SAFETY EQUIPMENT - J. MORFIN	
27-015	2625 STEARMAN ROAD SUITE A	09/04/2020	N		990.14
	PRESCOTT	08/11/2020	N	N	0.00
	AZ 86301	08/11/2020	0.00	N	0
	<Emailing Stub Disabled>	08/11/2020	420080		990.14

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5040	SAFETY EQUIPMENT		990.14	0.00
Distribution Total			990.14	0.00

Vendor Total: 990.14

51779	SO. CAL. GAS CO.	08/25/2020	BOFA	SVC 07.23.20 - 08.21.20	
19-597	P.O. BOX "C"	09/04/2020	N		163.56
	MONTEREY PARK	08/25/2020	Y	N	0.00
	CA 91756	08/25/2020	0.00	N	0
	<Emailing Stub Disabled>	08/25/2020	SVC 07.23.20 - 08.21.20		163.56

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		52.26	0.00
100-012-5060	UTILITIES EXPENSE		19.94	0.00
100-001-5060	UTILITIES EXPENSE		20.12	0.00
100-014-5060	UTILITIES EXPENSE		20.11	0.00
100-009-5060	UTILITIES EXPENSE		28.94	0.00
100-007-5060	UTILITIES EXPENSE		11.10	0.00
400-023-5060	UTILITIES EXPENSE		11.09	0.00
Distribution Total			163.56	0.00

Vendor Total: 163.56

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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. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Discour
					Net Amount
51780	UNDERGROUND SERVICE ALERT	08/14/2020	BOFA	CALIF STATE FEE FOR REG COS	
21-500	DIG SAFE BOARD	09/04/2020	N	1,205 TICKETS	571.71
	SAN JOSE	08/14/2020	N	N	0.00
	CA 95150	08/14/2020	0.00	N	0
	<Emailing Stub Disabled>	08/14/2020	110814DIG20		571.71

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
200-020-5077	OUTSIDE SERVICES		571.70	0.00
Distribution Total			571.70	0.00

Vendor Total: 571.71

51781	VANTAGE POINT TRANSFER AGE	09/04/2020	BOFA	457K 09.04.20	
26-912	C/O M&T BANK	09/04/2020	N		556.00
	BALTIMORE	09/04/2020	N	N	0.00
	MD 21264	09/04/2020	0.00	N	0
	<Emailing Stub Disabled>	09/04/2020	457K 09.04.20		556.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0211	457K DEDUCTIONS		556.04	0.00
Distribution Total			556.04	0.00

Vendor Total: 556.00

51782	ZEE MEDICAL SERVICE	08/31/2020	BOFA	FIRST AID SUPPLIES TRANSIT	
26-250	107 SO. BRYANT ST	09/04/2020	N		73.14
	OJAI	08/31/2020	N	N	0.00
	CA 93023	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	34-218459		73.14

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5016	OFFICE SUPPLIES		73.14	0.00
Distribution Total			73.14	0.00

51783	ZEE MEDICAL SERVICE	08/31/2020	BOFA	FIRST AID SUPPLIES PD	
26-250	107 SO. BRYANT ST	09/04/2020	N		84.71
	OJAI	08/31/2020	N	N	0.00
	CA 93023	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	34-218461		84.71

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5016	OFFICE SUPPLIES		84.71	0.00
Distribution Total			84.71	0.00

51784	ZEE MEDICAL SERVICE	08/31/2020	BOFA	FIRST AID SUPPLIES CH	
26-250	107 SO. BRYANT ST	09/04/2020	N		82.91
	OJAI	08/31/2020	N	N	0.00
	CA 93023	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	34-218462		82.91

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5016	OFFICE SUPPLIES		82.91	0.00
Distribution Total			82.91	0.00

Vendor Total: 240.71

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

Total Invoices: 35

Grand Total:	80,604.95
Less Credit Memos:	0.00
Net Total:	80,604.95
Less Hand Check Total:	0.00
Outstanding Invoice Total:	80,604.95

EARNINGS REPORT

PAYROLL 09.04.2020

Emp. Code Desc.: CITY OF ARVIN
 From 08/22/2020 to 09/04/20
 City of Arvin

Date: 9/2/2020
 Time: 17:17:11

Employee Name	Employee ID	1X	2X	ALLOW	BNFT1	COMP	CTO	CTYWK	DEGRE	Other
		DIFFL	FH	FTO	HOL	INSUR	JURY	LONG	MILIT	Total
		MISC	PBD	PBD3	PBDCO	PERE	PERS	PHALW	POST	
		PTO	REG	RETOT	RETRO	SCKCO	SICK	TUPGR	UNADV	
		VAC	VACCO	WRKCO	COALV	EPSL				
Grand Total:	Employee Count: 56	16,210.11	0.00	200.00	961.31	0.00	15.87	928.00	369.26	0.00
		159.60	0.00	204.80	0.00	1,994.16	0.00	2,051.45	0.00	133,080.20
		0.00	236.90	0.00	0.00	0.00	0.00	300.00	478.40	
		0.00	81,807.79	63.25	155.79	810.00	8,162.93	327.77	90.78	
		1,537.85	851.20	8,312.26	6,340.00	510.72				

COST REPORT

PAYROLL 09.04.2020

Emp. Code Desc.: CITY OF ARVIN
 From 08/22/2020 to 09/04/20
 City of Arvin

Date: 9/2/2020
 Time: 17:23:26

Employee Name	Employee ID	MC	MC1	PER2D	PER2M	PER3E	PER5E	PERS2	PERS3	Other
		PERS5	PERS6	PERS8	SS	SS1				Total
Grand Total:	Employee Count: 56	1,698.70	278.80	1,551.95	1,023.28	986.74	119.59	2,331.41	2,142.36	0.00
		0.00	2,450.27	2,156.13	7,094.00	1,533.40				23,366.63

REGULAR MEETING MINUTES

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

AUGUST 25, 2020

CALL TO ORDER @ 6:04PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: CM Martinez absent; All others present.

1. Approval of Agenda as To Form.

Motion to approve the Agenda.

Motion Mayor Gurrola Second MPT Robles 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 AUGUST 11, 2020. (City Attorney)

CLOSED SESSION REPORT BY CITY ATTORNEY FROM REGULAR CITY COUNCIL MEETING OF AUGUST 11, 2020: No reportable action.

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.

Resolution No. 2020-54

- 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.

Agreement No. 2020-16

- F. Approval of an Agreement with the Local Government Commission (LGC) for Civic Spark Fellow Program.

Agreement No. 2020-17

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

Agreement No. 2020-18

- H. Approval of Master Services Agreement between CivicPlus, LLC., d/b/a CivicPlus and City of Arvin for Website Services.

Agreement No. 2020-19

Staff recommends approval of the Consent Agenda.

Agenda Items 4E and 4H were pulled for discussion by Mayor Gurrola.

Motion to approve Consent Agenda Items 4A, 4B, 4C, 4D, 4F and 4G.

Motion Mayor Gurrola Second CM Franetovich Vote 4-0

Motion to approve Consent Agenda Item 4E.

Motion Mayor Gurrola Second MPT Robles Vote 4-0

Motion to approve Consent Agenda Item 4H subject to receipt of the Statement of Work and a not to exceed amount for payment, and subject to approval As to Form by the City Attorney.

Motion Mayor Gurrola Second MPT Robles Vote 4-0

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.

Hearing opened.

No public testimony.

Hearing closed.

Motion to approve the Resolution.

Motion Mayor Gurrola Second CM Franetovich Vote 4-0

Resolution No. 2020-55

- 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.

Hearing opened.

No public testimony.

Hearing closed.

Motion to approve the Resolution.

Motion Mayor Gurrola Second MPT Robles Vote 4-0

Resolution No. 2020-56

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.

No motion and no action taken for above Action Item 6A.

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.)

CLOSED SESSION REPORT BY CITY ATTORNEY:
No reportable action.

10. ADJOURNED @ 8:07 PM

Respectfully submitted,

Cecilia Vela, City Clerk

DRAFT



CITY OF ARVIN Agenda Report

Meeting Date: September 08, 2020

TO: Arvin City Council

FROM: Jerry Breckinridge, City Manager

SUBJECT: **Provisional Approval of a Special Event Permit for Arvin Chamber of Commerce Annual Christmas Parade and Request for Assistance from the Arvin Police Department and Public Works Division; Subject to State, County and City Rules and Regulations Related to COVID-19.**

RECOMMENDATION:

Staff recommends the City Council consider approving a resolution granting provisional approval of the Arvin Chamber of Commerce's Special Event Permit Application due to Caltrans' requirement for authorization from the City to approve an encroachment permit, which is necessary for the parade route on State Highway 223. Staff also recommends the City Council consider waiving costs associated with this event.

Approval of this event is provisional and subject to State, County and City rules and regulations related to COVID-19 and subject to adhering to the Centers for Disease Control and Prevention's Guiding Principles and Events and Gatherings Readiness Assessment and Planning Tools.

BACKGROUND:

The Arvin Chamber of Commerce has submitted a Special Event Permit Application for their annual Christmas parade. The parade is proposed to be scheduled for December 1, 2020 and will begin at 7:00 pm. Setup for this event is anticipated to begin at 5:30pm and the event is expected to conclude by 8:30 pm. The parade route is proposed to be along Campus Drive, Bear Mountain Boulevard, Derby and Tucker Streets.

Unlike prior years, a state of emergency due to COVID-19 has been declared at both the State and local level. The Kern County Health Department has confirmed that Kern County is currently on the monitoring list set by the State, and all community events (including parades) are currently prohibited. As a result, the Special Event Permit would normally be required to be denied. Additionally, the ability of the City to provide services has been impacted by COVID-19, and the current emphasis is the provision of essential services.

However, it is not known if Kern County will still be on the monitoring list in approximately 84 days' time when the parade is proposed, as the monitoring list is frequently updated by the State. It is also not known whether there will be sufficient police and City staffing resources available to host the event due to the emergency while continuing to maintain essential services. To allow

for the possibility (but not the guarantee) of the event going forward, Staff is proposing that a provisional Special Event Parade be approved subject to the following conditions:

- Confirmation from the Kern County Health Department that the parade is not prohibited for the proposed date of the event and provide the same to the City; and
- The event must comply with all State, County and City rules and regulations related to COVID-19, as well as the Centers for Disease Control and Prevention's Guiding Principles and Events and Gatherings Readiness Assessment and Planning Tools. A plan showing compliance with the same must be approved by Kern County or the City, and provided to the City by no later than November 23, 2020; and
- Applicant must confirm with the City within 48 hours of the proposed event that there are still adequate police and City staff still available to allow the event to go forward while continuing to maintain essential services.

All of these requirements must be met before the event can occur.

In the past, the City has provided an in-kind contribution of city staff time to support this event. After reviewing the current budget, staff has determined there are sufficient funds to cover the cost of this year's event as well.

ENVIRONMENTAL REVIEW:

Staff has conducted an assessment of this event as required by the California Environmental Quality Act (CEQA) and determined that it is categorically exempt under CEQA Guidelines section 15301(Existing Facilities) and 15323 (Normal Operations of Facilities for Public Gatherings) as there is a past history of using the existing road and sidewalk facilities for public gatherings such as parades, and the event will not involve expansion of use of these facilities beyond that currently exist. Further, none of the exceptions to the Categorical Exemptions under CEQA Guidelines section 15300.2 are applicable.

FISCAL IMPACT:

The estimated cost of city staff time is approximately \$1,500, which includes \$1,000 for police staff time and \$500 of Maintenance & Infrastructure staff time.

ATTACHMENTS:

- Resolution
- Centers for Disease Control and Prevention's Events and Gatherings Readiness Assessment and Planning Tools.

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN PROVISIONALLY APPROVING THE ARVIN CHAMBER OF COMMERCE SPECIAL EVENT PERMIT APPLICATION FOR THE ANNUAL CHRISTMAS PARADE 2020 AND WAIVE CITY COSTS ASSOCIATED WITH THIS EVENT; SUBJECT TO STATE, COUNTY AND CITY RULES AND REGULATIONS RELATED TO COVID-19.**

WHEREAS, the Arvin Chamber of Commerce has submitted a Special Event Permit Application for their annual Christmas parade; and

WHEREAS, the parade is scheduled for December 1, 2020 and will begin at 7:00 pm; and setup for this event will begin at 5:30 pm and the event is expected to conclude by 8:30 pm; and

WHEREAS, the parade route is Campus Drive, Bear Mountain Boulevard, Derby and Tucker Streets; and

WHEREAS, Caltrans requires authorization from the City of Arvin in order to approve an encroachment permit for the parade event on State Highway 223 (Bear Mountain Blvd.); and

WHEREAS, the Parade benefits the community of Arvin by bringing all residents together in a celebration on City streets, while providing economic enhancement to local businesses; and

WHEREAS, in the past, the City has provided an in-kind contribution of city staff time to support this event; and

WHEREAS, after reviewing the current budget, staff has determined there are sufficient funds to cover the cost of this year's event; and

WHEREAS, Unlike prior years, a state of emergency due to COVID-19 has been declared at both the State and local level. The Kern County Health Department has confirmed that Kern County is currently on the monitoring list set by the State, and all community events (including parades) are prohibited. As a result, the Special Event Permit would normally be required to be denied. Additionally, the ability of the City to provide services has been impacted by COVID-19, and the current emphasis is the provision of essential services; and

WHEREAS, it is not known if Kern County will still be on the monitoring list in approximately 84 days' time when the parade is proposed, as the monitoring list is frequently updated by the State. It is also not known whether there will be sufficient police and City staffing resources available to host the event due to the emergency while continuing to maintain essential services. To allow for the possibility (but not the guarantee) of the event going forward, the City Council desires to provisionally approve a Special Event Parade subject to conditions to ensure the public health, safety, and welfare given the current conditions arising from COVID-19.

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

Section 1: The City Council determines that the project is categorically exempt under CEQA Guidelines section 15301(Existing Facilities) and 15323 (Normal Operations of Facilities for Public Gatherings) as there is a past history of using the existing road and sidewalk facilities for public gatherings such as parades, and the event will not involve expansion of use of these facilities beyond that currently existing. Further, none of the exceptions to the Categorical Exemptions under CEQA Guidelines section 15300.2 are applicable.

Section 2: Given the current State and local emergencies, the City Council provisionally approves the Arvin Chamber of Commerce’s Special Event Permit Application, and provisionally approves of an encroachment permit for the proposed parade on State Highway 223, subject to the following conditions:

- a. Confirmation from the Kern County Health Department that the parade is not prohibited for the proposed date of the event and provide the same to the City;
- b. The event must comply with all State, County and City rules and regulations related to COVID-19, as well as the Centers for Disease Control and Prevention’s Guiding Principles and Events and Gatherings Readiness Assessment and Planning Tools. A plan showing compliance with the same must be approved by Kern County or the City, and provided to the City by no later than November 23, 2020; and
- c. Applicant must confirm with the City within 48 hours of the proposed event that there are still adequate police and City staff still available to allow the event to go forward while continuing to maintain essential services.

It is the intent of this approval to serve as a sufficient basis for Caltrans to act thereon to allow for appropriate use on State Highway 233 for the event, as otherwise may be consistent with Caltrans’ rules, regulations, and policies.

Section 3: 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 08th day of September 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

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



CITY OF ARVIN
City Clerk's Office
200 Campus Drive
Arvin, CA 93203
Phone: (661) 854-3134 – Fax: (661) 854-0817

SPECIAL EVENT PERMIT APPLICATION

ONLY COMPLETED APPLICATIONS WILL BE ACCEPTED

EVENT INFORMATION

- Concert Performance
- Festival
- Fundraiser
- Live Music
- Parade/Processions
- Race/Walk
- Tournament
- Other _____

Event Title: CHRISTMAS PARADE EVENT DATE: 12-1-2020

Estimated Attendance Per Day: 2500 + Participants: 200 Spectators: _____

Admission Fee? No Yes – Describe _____

Actual Event Hours: Set Up/Assembly: 5:30 pm Date: 12/1/20 Start Time: 7:00 pm
Break Down/Dismantle: 8 pm Date: 12/1/20 Completion Time: 8:30 pm

Location Address (exact address): SR 223 CAMPUS DR TO DERBY-TEJON Hwy

Total Number of Consecutive Days: 1 Site Plan Attached: Yes No (Circle)

List any streets that require closure for this event: ALL N/B & S/B SIDE STREETS & CAMPUS DR ON SR 223

APPLICANT & SPONSORING ORGANIZATION INFORMATION

Commercial Non-Commercial

Host sponsoring organization(s): ARVIN CHAMBER OF COMMERCE Contact Person: MARK MARQUEZ - PRESIDENT

Address: PO 045 City: ARVIN Zip: 93203

Phone: _____ Fax: _____ Email: _____ @

Please list name, address, phone and email of any professional organizer of event planner hired by you to produce this event: gmail.com

Name: SAME AS ABOVE Address: _____

Phone: _____ Email: _____

If professional event organizer is applying for this permit, a letter from the Chief Officer of the organization which authorized the organizer to apply for this permit is required.

Responsible person "onsite" day of event: MARK MARQUEZ Cell Phone: _____

Person listed above MUST be in attendance for the duration of the event and immediately available to City officials.

Attachment: Special Event Application Arvin Chamber of Commerce Christmas Parade 2020_090820 HANDOUT (Special Event Permit

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

EVENT INFORMATION

Phone number for public event information: 854-2265

Describe parking arrangements in detail for event: DETOUR MAP & ROUTE PLAN Is plan attached? Yes No (circle)

Is this event open to the public: No Yes - Describe

Traffic safety equipment required: No Yes - Describe APPD TRAFFIC CONTROL

Provide a detailed traffic plan for road closures: Is plan attached: Yes No (circle)

Describe entertainment & related activities (if not, please explain) PARADE ENTRIES (VARIOUS)

Will food be Served Sold No REQUEST NO VENDORS OF ANY KIND
If yes - Contact person Phone:

Will food be prepared at event Yes No NONE ALLOWED

Will there be a Drawing

Will there be sound amplification? No Yes - Indoors Yes - Outdoors GNCEE

Hours and type of use: 7AM TO 8PM

Describe sound equipment: SMALL P/A SYSTEM

Amplified sound requires an onsite contact person - Name: N/A Cell Phone:

Will there be canopies or tents: No Yes - Size and Number

Date installed: Date Removed: Name of Supplier:

Will booths, bleachers, stages or structures be erected? No Yes - Describe

Will signs or banners be used? No Yes - Describe

Will there be generators, vehicles, boats or other equipment? No Yes - Describe GENERATORS ON FLOATS

Will there be commercial filming of this event? No Yes - Describe LOCAL TV STATIONS

Any other commercial aspects? NONE

Additional information

* EVENT SUBJECT TO COVID-19 RESTRICTIONS AND/OR PARTICIPATION REQUIREMENTS

Attachment: Special Event Application Arvin Chamber of Commerce Christmas Parade 2020_090820 HANDOUT (Special Event Permit

APPLICANT MUST COMPLETE ALL THREE PAGES OF THIS DOCUMENT

I, THE UNDERSIGNED, ACKNOWLEDGE AND UNDERSTAND THAT I AM RESPONSIBLE TO COMPLY WITH THE INFORMATION, RESTRICTIONS AND CONDITIONS OF THE PERMIT WHEN ISSUED. I HEREBY ACKNOWLEDGE RESPONSIBILITY FOR PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH THE PERMIT CONDITIONS, WHETHER OR NOT I AM PRESENT AT THE TIME OF THE VIOLATION.

██████████ (INITIALS)

I hereby certify the foregoing statements to be true and correct, and agree to defend, indemnify and hold harmless the City of Arvin, its City Council, officers, agents, employees and volunteers from and against any and all loss, claims, damages, liability, such claim or suit arising from or in any manner connected to the request activity. I also agree, if approved, to comply with all permit conditions, and understand that failure to comply with any condition or any violation of law may result in the immediate cancellation of the event, denial of future events, and/or criminal prosecution. For events held at City parks, the park is provide on an "as is" basis, and the City of Arvin is not responsible for any costs associated with the event. I agree that I am responsible for returning the park in its condition when first reserved. I also agree that I am responsible for payment to the City of Arvin for any damage to any and all City property including but not limited to fences, roads, trails, trees, sprinklers, or utilities that occurs due to my event.

Failure to comply with permit conditions can result in revocation of the permit, administrative citation(s), fines and denial of future permit applications.

Print Your Name: Randy Thompson Signature: ██████████ Date: 8/26/2020
Sec / mgr

Attachments received: Insurance Cert & Endorsement Page Plot Plan (indoor / outdoor)

For City Use Only		
POLICE DEPARTMENT:	Approved: _____	Denied: _____
_____ Signature of Department Official	_____ Print Name	_____ Date
OFFICE OF THE CITY CLERK:	Approved: _____	Denied: _____
_____ Signature of the City Clerk	_____ Print Name	_____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Randel D. Thompson Insurance 400 Bear Mountain Blvd. P.O. Box 668 Arvin CA 93203	CONTACT NAME: Randel D. Thompson/Broker 0630337 PHONE (A/C, No, Ext): 661-854-5581 FAX (A/C, No): 661-854-9520 E-MAIL ADDRESS: randelthompsoninsurance@gmail.com
INSURED Arvin Chamber of Commerce PO Box 645 Arvin Ca 93203	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Burlington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	796B003218	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Liquor Legal Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	796B003218	06/01/2020	06/01/2021	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	Y/N N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

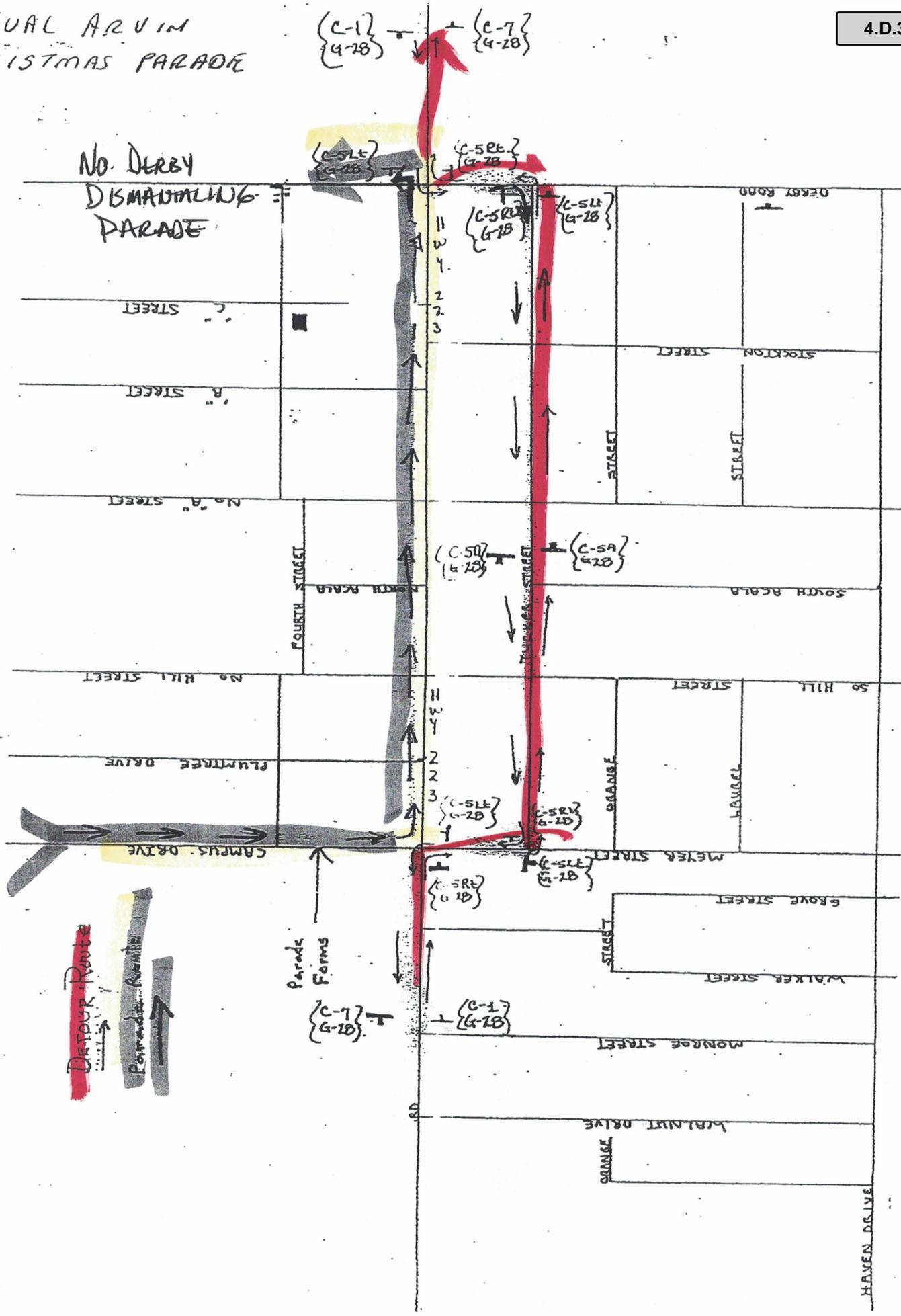
Arvin Chamber of Commerce Annual Christmas Parade
 Tuesday December 01, 2020 5:00 PM to 9:00 PM
 S/R 223 from Campus Drive E/B to Derby Rd/Tejon Hwy

This does not and will not cover any Public Vendors - They are not permitted on Parade Route. Strictly Enforced

Additional Insureds listed below:

CERTIFICATE HOLDER Named as additional Insured City of Arvin, It's Officers, Officials, Employees, Agents and Volunteers 200 Campus Drive Arvin, CA 93203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Randel D. Thompson/Broker CA#0630337
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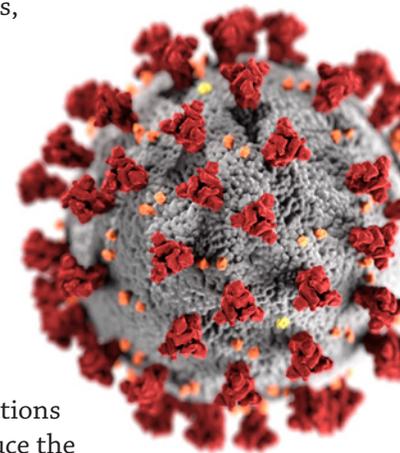
ANNUAL ARVIN CHRISTMAS PARADE



Events and Gatherings: Readiness and Planning Tool

CDC Readiness and Planning Tool to Prevent the Spread of COVID-19 at Events and Gatherings

As some communities in the United States begin to plan and hold events and gatherings, CDC offers the following readiness and planning tool to share ways event planners and administrators can help protect staff, volunteers, and attendees and slow the spread of COVID-19. This tool aligns with the [Considerations for Events and Gatherings](#) and includes the following:



- General Readiness Assessment
- Preparing for If Someone Gets Sick
- Daily/Weekly Readiness Assessment
- End-of-Day Actions and Resources

Event planners and administrators may review and complete the general readiness assessment while working with state and local officials as part of making initial preparations before the event to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19. The daily/weekly readiness assessment may be used to monitor and maintain recommended practices. Planning tools are also included to help event planners and administrators prepare for if someone gets sick, plan after-event actions, and address the specific needs and circumstances of the local community. Implementation should be guided by what is feasible, practical, acceptable, and tailored to the needs and context of each community.

Guiding Principles to Keep in Mind

A gathering refers to a planned or spontaneous event, indoors or outdoors, with a small number of people participating, or a large number of people in attendance. Examples of gatherings, small or large, include a community event, concert, festival, conference, parade, wedding, or sporting event.

- The more people an individual interacts with at a gathering and the longer that interaction lasts, the higher the individual's potential risk of becoming infected with COVID-19 and then spreading COVID-19 to others.
- The [higher the level of community transmission](#) in the area where the gathering is held, the higher the risk of COVID-19 spreading at the gathering.
- The size (attendance) of an event or gathering should be determined based on state, local, territorial, or tribal safety laws and regulations.

The risk of COVID-19 spreading at events and gatherings increases as follows:

- **Lowest risk:** Virtual-only activities, events, and gatherings.
- **More risk:** Smaller outdoor gatherings in which individuals from different households remain spaced at least 6 feet apart, wear cloth face coverings, do not share objects, and come from the same local area (e.g., a community, town, city, or county).
- **Higher risk:** Medium-sized in-person gatherings that are organized/laid out to allow individuals to remain spaced at least 6 feet apart, some wear cloth face coverings and come from outside the local area (e.g., a community, town, city, or county).
- **Highest risk:** Large in-person gatherings where it is difficult for individuals to remain spaced at least 6 feet apart, do not wear cloth face coverings and travel from outside the local area.



Events and Gatherings: General Readiness Assessment

Use the following tool when making initial preparation before the event to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Policies and Procedures	Facilities and Supplies	Education and Training
<p>Point Person(s): _____</p> <p>Review relevant local/state regulatory agency policies and orders, such as those related to events, gatherings, and travel.</p> <p>Consult local health officials about recommended COVID-19 testing policies for events and gatherings.</p> <p>Consult with the venue operators about their COVID-19 policies prior to the event.</p> <p>Develop a plan to conduct daily health checks (e.g., temperature screening and/or symptom checking) of staff and attendees.</p> <p>Develop a plan to allow for social distancing before, during, and after the event (e.g., limiting attendance and modifying layouts before the event, providing physical barriers during the event and staggering exit times after the event).</p> <p>Consider limiting event attendance to staff and attendees who live in the local area (e.g., community, city, town, or county) to reduce risk of spreading the virus from areas with higher levels of COVID-19. If attendance is open to staff and guests from other communities, inform attendees in advance so they can make an informed decision whether they will participate.</p> <p>Develop online attendance options in addition to in-person attendance to help reduce the number of attendees at the event.</p> <p>Develop a flexible refund policy.</p> <p>Designate a staff person responsible for responding to all COVID-19 related situations and concerns. Make sure other staff and attendees know how to contact this person.</p>	<p>Point Person(s): _____</p> <p>Obtain supplies including:</p> <ul style="list-style-type: none"> soap water for hand hygiene hand sanitizer (at least 60% alcohol) paper towels tissues cleaning supplies EPA approved disinfection supplies cloth face coverings no-touch/foot pedal trash cans no-touch soap/hand sanitizer dispensers gloves disposable food service items other: _____ <p>Develop a schedule for increased routine cleaning and disinfection.</p> <p>Close shared spaces (e.g., a lounge); otherwise develop a plan for staggered use of these spaces and cleaning and disinfecting.</p> <p>Develop a plan for the safe and correct use and storage of cleaners and disinfectants, including storing products away from children.</p>	<p>Point Person(s): _____</p> <p>Create a plan for educating staff and attendees to ensure they know that they should not come to the event if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or someone suspected or confirmed to have COVID-19. Make sure they know that if they get sick at the event, they should notify event administrators (e.g., the designated COVID-19 point of contact) right away.</p> <p>Develop protocols to educate staff on flexible work and leave policies that encourage sick staff members to stay at home without fear of job loss or other consequences.</p> <p>Create a plan for educating staff and attendees about who should wear cloth face coverings, and communicate the importance of wearing them to both staff and attendees. Cloth face covering should not be placed on.</p> <ul style="list-style-type: none"> • children younger than 2 years old • anyone who has trouble breathing or is unconscious • anyone who is incapacitated or otherwise unable to remove the cover without help <p>Create information on proper use, removal, and washing of cloth face coverings and distribute to staff members.</p> <p>Create and implement training to be delivered to staff on all COVID-19 safety protocols:</p> <ul style="list-style-type: none"> • Conduct training virtually or maintain social distancing during training <p>Other: _____</p>

Events and Gatherings: General Readiness Assessment

(continued from previous page)

Policies and Procedures

Develop policies that encourage sick staff members to stay at home without fear of job loss or other consequences. Protect their privacy, particularly for those with underlying medical conditions and at higher risk for severe illness).

Develop options for staff at [higher risk for severe illness](#) (e.g., telework or virtual learning opportunities).

Develop flexible sick leave policies and practices.

Develop options for flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts).

Develop a plan to monitor absenteeism of staff, cross-train staff, and create a roster of trained back-up staff.

Develop a transportation and parking plan to limit contact between attendees (e.g., staggered arrival and ride share drop-off times or locations).

Develop a plan for if someone gets sick or shows symptoms of COVID-19 while at the event or venue. (See *Preparing for If Someone Gets Sick*).

Develop a plan to safely serve food, beverages, and merchandise, if applicable. Refer to CDC's COVID-19 considerations for [restaurants and bars](#) for guidance.

Other: _____

Facilities and Supplies

Make sure ventilation systems operate properly. If using fans, make sure they do not blow from one person onto another, and increase circulation of outdoor air as much as possible (e.g., opening windows and doors).

Make sure [water systems](#) and features are safe to use after a prolonged facility shutdown.

Develop a plan to use touchless payment options .

Develop a plan to use multiple entrances and exits to discourage crowding in waiting areas.

Develop a plan to change seating layout or availability of seating, or block off rows or sections so that attendees can stay at least 6 feet apart.

Create and install physical barriers, such as sneeze guards and partitions, in areas where it is difficult for individuals to remain at least 6 feet apart.

Create physical guides, such as tape on floors and signs on walls, to promote social distancing.

Develop a plan to eliminate lines or queues if possible or encourage people to stay at least 6 feet apart by providing signs or other visual cues such as tape or chalk marks in congregation areas such as entrances, exits, and restrooms if a 6-foot distance between attendees is hard to ensure.

Develop a plan to reconfigure parking lots, limit congregation points and ensure proper separation (e.g., closing every other space).

Purchase adequate supplies to minimize sharing of materials, or limit use to one per family or group of individuals at a time, and clean and disinfect between use.

Ensure organizations that share the venue facilities such as food vendors are aware of and follow all safety protocols.

Other: _____

Events and Gatherings: General Readiness Assessment

Use the following tool when making initial preparations before the event to promote healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Communication and Messaging

Point Person(s): _____

Develop a plan to create and disseminate clear messages (e.g., [videos](#)) about behaviors that prevent spread of COVID-19 to staff and attendees before the event:

- websites
- email
- [social media accounts](#)
- other _____

Create and post signs in highly visible locations that promote everyday protective measures such as wearing cloth face coverings and that describe how to stop the spread of germs in:

- entrances
- dining areas
- restrooms
- other _____

Develop a plan to communicate with partner organizations such as vendors to ensure that they are aware of all of your COVID-19 safety protocols.

Develop [signs and communication](#) (e.g., [videos](#)) in alternative formats (e.g., large print posters, braille, American Sign Language) for people who have limited vision, or are blind, or people who are deaf or hard of hearing.

Consider posting signs for the national distress hotline: 1-800-985-5990, text TalkWithUs to 66746; The National Domestic Violence Hotline: 1-800-799-7233, TTY 1-800-787-3224; and The National Suicide Prevention Lifeline: 1-800-273-TALK (8255).

Develop regular announcements on reducing the spread of COVID-19 to be broadcast on public address systems.

Create a plan for communicating with staff and attendees about whom to contact if they have questions and concerns related to COVID-19.

Other: _____

Action Planning—Notes and Next Steps

Point Person(s): _____

Use this space to note any required resources and next steps, or potential barriers and opportunities:

Events and Gatherings: Preparing for if Someone Gets Sick

Use the following tool when making initial preparations before the event for if someone gets sick with COVID-19.

Before Someone Gets Sick	When Someone Gets Sick	After Someone Gets Sick
<p>Point Person(s): _____</p> <p>Create a plan to educate staff and attendees to ensure they know that they should not come to the event if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or someone with suspected or confirmed COVID-19. Make sure they know that if they get sick at the event, they should notify event planners (e.g., the designated COVID-19 point of contact) right away.</p> <p>Develop systems to:</p> <ul style="list-style-type: none"> Allow staff and attendees to self-report to administrators if they have symptoms of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days. Notify individuals of closures and restrictions put in place to limit COVID-19 exposure. <p>Develop staff policies for returning to the venue after COVID-19 illness. CDC's criteria to discontinue home isolation and quarantine can inform these policies.</p> <p>Identify and create an isolation room or area to separate anyone who has COVID-19 symptoms or who has tested positive but does not have symptoms.</p> <p>Develop procedures for safely transporting anyone who is sick to their home or to a healthcare facility.</p> <p>Develop a plan to support staff and attendees experiencing trauma or challenges related to COVID-19.</p> <p>Other: _____</p>	<p>Point Person(s): _____</p> <p>Immediately separate individual(s) with COVID-19 symptoms from others.</p> <p>Safely transport sick individuals home or to a healthcare facility, depending on how severe their symptoms are.</p> <p>If calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19.</p> <p>Close off areas used by a sick person and do not use these areas until after cleaning and disinfecting them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).</p> <p>Advise sick individuals that they should not return to the venue until they have met CDC's criteria to discontinue home isolation.</p> <p>Other: _____</p> <p>Notes and Next Steps:</p>	<p>Point Person(s): _____</p> <p>In accordance with state and local laws and regulations, notify local health officials, staff, and families of a person with COVID-19 while maintaining the individual's confidentiality in accordance with the Americans with Disabilities Act (ADA).</p> <p>Notify individuals of closures and restrictions put in place due to COVID-19 exposure.</p> <p>Advise those who have had close contact with a person diagnosed with COVID-19 to stay home, self-monitor for symptoms, and follow CDC guidance if symptoms develop.</p> <p>Close off the area and wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Make sure of safe and correct use and storage of cleaning and disinfection products, including storing them securely away from children.</p> <p>Other: _____</p>

Events and Gatherings: Daily/Weekly Readiness Assessment

Use the following tool the day of and during the event to monitor and maintain healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Policies and Procedures	Facilities and Supplies	Education and Training
<p>Point Person(s): _____</p> <p>Maintain regular contact with local health authorities to ensure adherence to their most up-to-date guidance.</p> <p>Ensure an on-duty staff person is assigned to be responsible for responding to COVID-19 concerns.</p> <p>Monitor absenteeism of staff.</p> <p>Ensure the roster of trained back-up staff is updated in case a staff member is sick.</p> <p>Conduct daily health checks (e.g., temperature screening and/or symptom checking) of staff and attendees, if feasible.</p> <p>Ensure staff are using flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) when needed.</p> <p>Ensure staff and attendees have received communication about all safety protocols and COVID-19 related policies.</p> <p>Ensure that attendees have received communication about refund policies if they get sick and cannot attend the event.</p> <p>Ensure that all protocols developed, to limit contact between staff and attendees and ensure that attendees can maintain 6 feet of distance, are implemented.</p> <p>Ensure limited opportunities for both staff and attendees to share objects.</p> <p>Ensure the broadcasting of regular announcements on reducing the spread of COVID-19 on public address systems throughout the event.</p>	<p>Point Person(s): _____</p> <p>Monitor and restock supplies including:</p> <ul style="list-style-type: none"> soap water for hand hygiene hand sanitizer (at least 60% alcohol) paper towels tissues cleaning supplies EPA-approved disinfection supplies cloth face coverings no-touch/foot pedal trash cans no-touch soap/hand sanitizer dispensers disposable food service items gloves other: _____ <p>Monitor adherence to the schedule for increased, routine cleaning and disinfection of:</p> <ul style="list-style-type: none"> frequently touched surfaces communal spaces shared objects other: _____ <p>Monitor availability and use of gloves when removing garbage bags or handling and disposing of trash.</p>	<p>Point Person(s): _____</p> <p>Ensure that staff and attendees have received communication that they should not come to the event if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or someone with suspected or confirmed COVID-19. Make sure they know that if they get sick at an event, they should notify event administrators (e.g., the designated COVID-19 point of contact).</p> <p>Ensure that staff have reviewed the policies on flexible work and leave that encourage sick staff members to stay at home without fear of job loss or other consequences.</p> <p>Reinforce and monitor handwashing with soap and water for at least 20 seconds or using hand sanitizer containing at least 60% alcohol if soap and water are not readily available.</p> <p>Encourage staff to cover their mouth and nose with a tissue when coughing and sneezing and then wash hands with soap and water for at least 20 seconds.</p> <p>Ensure that communication about the proper use of cloth face coverings is easily seen or heard by staff and attendees. Cloth face coverings should not be placed on.</p> <ul style="list-style-type: none"> • children younger than 2 years old • anyone who has trouble breathing or is unconscious . • anyone who is incapacitated or otherwise unable to remove the cover without help

Events and Gatherings: Daily/Weekly Readiness Assessment
(continued from previous page)

Policies and Procedures

Review the most recent local/state regulatory agency policies for updates.

Other: _____

Facilities and Supplies

Monitor [safe and correct use](#) and storage of [cleaners and disinfectants](#), including storing products securely away from children.

Ensure adequate ventilation when cleaners and disinfectants are used to prevent staff and attendees from inhaling toxic fumes.

Monitor ventilation systems to determine if they are operating properly.

Ensure that touchless payment options are operational.

Ensure all physical barriers, such as sneeze guards and partitions, in areas where it is difficult for individuals to remain at least 6 feet apart are installed correctly.

Ensure that all physical guides, such as tape on floors and signs on walls, to promote social distancing are easily seen.

Ensure that all changes to the venue such as seating layout, entrances and exits are well marked and easy to understand.

Ensure the staggered use and cleaning and disinfecting between uses of shared spaces.

Ensure the circulation of outdoor air as much as possible throughout the event (e.g., opening windows and doors).

Ensure that adequate supplies are available to minimize sharing of high-touch materials and monitor cleaning and disinfecting between use.

Other: _____

Education and Training

Ensure that information on [proper use, removal, and washing of cloth face coverings](#) is available.

Ensure that all staff present have been trained on relevant COVID-19 safety protocols.

Other: _____

Events and Gatherings: Daily/Weekly Readiness Assessment

Use the following tool the day of and during the event to monitor and maintain healthy behaviors, environments, and operations that reduce the spread of COVID-19.

Communication and Messaging

Point Person(s): _____

Ensure that [signs](#) are placed in highly visible locations that [promote everyday protective measures](#) such as wearing cloth face coverings and that describe how to [stop the spread](#) of germs at:

entrances

dining areas

restrooms

other _____

Continue to provide or update clear messages (e.g., [videos](#)) about behaviors that prevent spread of COVID-19 when communicating with staff and families on:

websites

email

[social media accounts](#)

other _____

Ensure that partner organizations such as vendors have received communication about all COVID-19 safety protocols.

Ensure [signs and communication](#) (e.g., [videos](#)) in alternative formats (e.g., large print posters, braille, American Sign Language) for people who have limited vision or are blind or people who are deaf or hard of hearing are readily available.

Make sure all staff and attendees have been informed which staff person is responsible for responding to COVID-19 concerns and how to contact them.

Encourage staff to take breaks from watching, reading, or listening to news stories about COVID-19, including social media if they are feeling overwhelmed or distressed throughout the event.

Promote healthy eating, exercising, getting sleep, and finding time to unwind among staff to help them cope with stress.

Encourage staff to talk with people they trust about their concerns and how they are feeling.

Other: _____

Action Planning—Notes and Next Steps

Point Person(s): _____

Use this space to note any required resources and next steps, or potential barriers and opportunities:

Events and Gatherings: End-of-Day Actions and Other Resources

Use the following resources to conduct end-of-day actions and address any additional considerations specific to your program or community context.

End-of-Day Actions	Other Considerations	Other Resources
<p>Point Person(s): _____</p> <p>Meet with the emergency operations coordinator and/or planning team(s) to discuss and note lessons learned.</p> <p>Determine ways to improve planning and implementation processes if the event will happen again.</p> <p>Inform staff and attendees of any changes made.</p> <p>Update your plans regularly according to the state and local situation and orders.</p> <p>Other: _____</p>	<p>Point Person(s): _____</p> <p>Use this space to note any other considerations unique to your program or community context.</p>	<p>Point Person(s): _____</p> <ul style="list-style-type: none"> • Latest COVID-19 Information • Cleaning and Disinfection • Guidance for Businesses and Employers • Guidance for Schools and Childcare Centers • Guidance for Park Administrators • Shared and Congregate Housing • COVID-19 Prevention • Handwashing Information • Face Coverings • Social Distancing • COVID-19 Frequently Asked Questions • People at Higher Risk • People with Disabilities • Coping with Stress • HIPAA and COVID-19 • CDC communication resources • Community Mitigation

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN UPDATING THE CITY OF ARVIN 2020 TRANSIT TITLE VI COMPLIANCE PROGRAM

WHEREAS, Title VI of the Federal Civil Right Act of 1964 states that: No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, as a subrecipient of federal transportation funds, the City of Arvin is required to comply with Title VI of the Civil Rights Act of 1964, including provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients and the California Department of Transportation ("CalTrans") regulations; and

WHEREAS, the City Council of the City of Arvin previously approved City of Arvin's Transit Title VI Compliance Program in July, 2017; and

WHEREAS, to remain in compliance with the above agencies' regulations, the City has updated its Title VI Compliance Program, covering the period 2017 through 2020, and which will be submitted to the appropriate state and federal agencies; and

WHEREAS, On July 28, 2020, the City Council of the City of Arvin approved an updated version of the City of Arvin's Transit Title VI Compliance Program; and

WHEREAS, the Department of Transportation directed the City to revise the Transit Title VI Compliance Program in order to include a Department of Justice approved safe harbor related to Limited English Proficient Persons; and

WHEREAS, the City of Arvin's Transit Title VI Compliance Program has been revised to include the safe harbor provisions; and

WHEREAS, the City Council of the City of Arvin desires to approve the updated Transit Title VI Compliance Program ("Program") to comply with the Federal Transportation Act and CalTrans requirements and to authorize the City Manager or designee to submit the Program to the appropriate state or federal agencies.

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

Section 1. The City of Arvin 2020 Title VI Compliance Program, is hereby adopted and approved as updated pursuant to the attached "City of Arvin 2020 Title VI Compliance Program".

Section 2. This Resolution is approved as of September 8, 2020.

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 8th day of September, 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.

City of Arvin Transit

City of Arvin Transit

Title VI Compliance

Program

(~~July 28, 2020~~ September 8, 2020)

Reference: *FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration (FTA) Recipients (October 1, 2012) (“The Circular”)*.

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Attachment: Transit Title VI Compliance Program 2020 -FINAL (Arvin 2020 Transit Title VI Compliance)

Introduction

The purpose of this Title VI Compliance Program is to establish guidelines to effectively ensure that the services provided by City of Arvin Transit are in compliance with FTA Title VI requirements.

Title VI states that “no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The FTA is required to ensure that federally-supported transit services and related benefits are provided consistent with Title VI. The Title VI Report requires an update every three years.

City of Arvin Transit will ensure that its programs, policies and activities comply with Department of Transportation’s (DOT) Title VI Regulations (49 CFR, Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). The City is committed to creating and maintaining a public transportation system that is free of all forms of discrimination. The City will take necessary preventive, corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Compliance Program to their FTA regional civil rights officer once every three years.

Signed Policy Statement and Title VI Notice to the Public

The following sets forth Arvin Transit’s Title VI Policy

Statement: Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

City of Arvin Transit is committed to complying with the requirements of Title VI in all of its programs and activities.

A policy statement signed by the Transit Manager assuring City of Arvin Transit's compliance with Title VI of the Civil Rights Act of 1964 is attached as Exhibit “A”.

Title VI Complaint Procedures

The City of Arvin Transit has a standard process for investigating all complaints. Members of the public may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. Full procedures for filing a complaint and City of Arvin Transit's procedures for investigating complaints, in English, are attached **Exhibit “B.”** These procedures, translated into Spanish, are attached as **Exhibit “C.”** Both versions of these procedures are posted on the City’s website at www.arvin.org/transportation.htm. At a minimum, the complaint should include the following information:

- Name, mailing address, and how to contact complainant (i.e., telephone number, email address, etc.)
- How, when, where and why complainant alleges s/he were discriminated against. Include the location, names and contact information of any witnesses.
- Other significant information.

The complaint may be filed in writing with City of Arvin Transit at the following address:

City of Arvin Transit
 Transit Manager
 Arvin Transit
 165 Plumtree Drive
 Arvin, CA 93203
 By Phone: (661) 854-3139
 By Facsimile: (661) 854-0847

English and Spanish versions of the Title VI Complaint Form are attached as **Exhibits “G”** and **“H.”**

Notification of City of Arvin Transit Title VI obligations

City of Arvin Transit publicizes its Title VI program by posting notices of its commitment to providing services without regard to race, color or national origin at the locations set forth in the table below:

Location Name	Address	City
Main Transit Station	165 Plumtree Drive	Arvin
City Hall	200 Campus Drive	Arvin
Arvin Transit Busses		
Schedule-Riders Guide		
Website	www.arvin.org/transportation.htm	

These notices include the following statements:

- The City of Arvin Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Action of 1964.
- Please contact City of Arvin Transit Manager with questions or comments about City of Arvin Transit's non-discrimination policies, to get additional information, or to file a complaint.

In person or by mail:

Transit Manager
 Arvin Transit
 165 Plumtree Drive
 Arvin, CA 93203
[Email: heshame@arvin.org](mailto:heshame@arvin.org)
 By Phone: (661) 854-3139
 By Facsimile: (661) 854-0847
 Website: www.arvin.org/transportation.htm

English and Spanish versions of the Title VI Notice to the Public are attached as **Exhibit “D” and “E.”**

Record of Title VI investigations, complaints, or lawsuits

Over the reporting period, City of Arvin Transit had no Title VI complaints, investigations or lawsuits filed against it.

Information Regarding Transit-related, Non-elected Planning Boards, Advisory Councils or Committees.

The *Circular* states that Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees. (See *Circular*, Chap. III-9, paragraph 10.) The City of Arvin Transit does not have any transit-related appointed advisory councils, committees or boards. As such, it is not required to comply with this requirement until such time as it establishes such transit-related advisory councils or committees or similar committees or boards.

City of Arvin Transit Limited English Proficiency Outreach Plan

A full copy of City of Arvin Transit's outreach plan for individuals with limited English proficiency can be found in **Exhibit “F”**. Key elements of the plan include:

- Spanish speaking translators available upon request during normal business hours.
- Route and Schedule brochures available in both English and Spanish.
- Route and Schedule information available in Spanish on the City of Arvin Transit website.
- Transit surveys conducted by City of Arvin Transit available in Spanish.
- Specific public meetings were held for the Spanish speaking community throughout the Arvin Urbanized Area. Information provided in Spanish and translators on site to help with questions or concerns.

Summary of Public Participation Efforts

Over the last reporting period, City of Arvin Transit conducted the following public outreach and involvement activities:

Spanish Service Schedules:

Currently, service schedules are provided in English and Spanish and made available via paper brochures at the City of Arvin's Transit Station and on the City of Arvin's website.

General Awareness Surveys:

We conduct onboard rider and general awareness surveys annually. The public outreach entails marketing materials (in English and Spanish) and web site. Future public meetings will be held at other locations where service is also provided. The public will be able to provide feedback on route service recommendations.

Bilingual Outreach:

City of Arvin's Transit staff provides Spanish-speaking guests with information on public transit services in Spanish. Staff assistance is utilized in outreach programs and offered for programs and public meetings.

Phone Access:

Transit staff is available to answer questions in Spanish during normal working hours. Language Line and City of Arvin Transit have an agreement whereby City of Arvin Transit staff can contact Language Line and utilize their translations services whenever necessary.

Construction Projects:

The City of Arvin did not undertake any construction projects during the reporting period. Should any projects be taken in the future, a fixed-facility impact analysis to

assess the effects on minority communities will be conducted (i.e. reference-related environmental assessment or environmental impact statement).

Information Regarding System-wide Standards and Policies

As a transit provider that operates less than fifty (50) fixed route vehicles in peak service and which is not located in a urbanized area of 200,000 or more in population, Arvin Transit is not required to comply with most of the requirements of Chapter IV of the *Circular*. However, Arvin Transit is required to comply with one of the requirements set forth in Chapter IV, namely to establish system-wide service standards and policies and include said policies and standards in its Title VI Compliance Program. Attached as Exhibit "I" are the system-wide service standards and policies adopted by the City of Arvin for Arvin Transit.

Exhibit A

**CITY OF ARVIN TRANSIT
TITLE VI
NON-DISCRIMINATION
POLICY STATEMENT**

~~July 28, 2020~~ September 8, 2020

Title VI of the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

City of Arvin Transit is committed to complying with the requirements of Title VI in all of its programs and activities.

Hesham Elshazly
Transit Manager

Exhibit B**TITLE VI COMPLAINT PROCEDURES - ENGLISH VERSION**

Subj: Passenger Discrimination Complaint Procedures Div:

Arvin Transit

General

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, or national origin may file a written complaint with City of Arvin Transit.

Procedure

1. The complaint must meet the following requirements:

a. Complaint shall be in writing and signed by the complainant(s). In cases where Complainant is unable or incapable of providing a written statement, a verbal complaint may be made.

- The complaint can be mailed to
165 Plumtree Drive
Arvin, CA 93203
- The complaint can be phoned
to: 661.854.3139
- The complaint may be made in person at:
165 Plumtree Drive
Arvin, CA 93203

OR

Arvin City Hall - City Manager
200 Campus Drive
Arvin, CA 93203

b. Include the date of the alleged act of discrimination, date when the Complainant(s) became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.

- c. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.
 - d. Federal law requires complaints be filed within 180 calendar days.
2. The complaint will be investigated and a determination made. Formal investigation of the complaint will be confidential and will include, but is not limited to, details of the specific incident, frequency and dates of occurrences and names of any witnesses. Claimant will be notified of the resolution.
 3. If the complainant is not satisfied with the resolution, they can appeal it to:

Office of the City Manager
200 Campus Drive
Arvin, CA 93203
Phone 661-854-3134
Fax 661-854-0817

4. All documents, information and recording (if necessary) will be kept on file at the City of Arvin Transportation Operations and Maintenance Facility at 165 Plumtree Drive, Arvin, CA 93203
5. Contacts for the different Title VI administrative jurisdictions are as follows:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor —TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Exhibit C

TITLE VI COMPLAINT PROCEDURES - SPANISH VERSION

Tema: Procedimientos para la Presentación de Queja por Discriminación del Pasajero Div:

Arvin Transit

General

Cualquier persona que considere que él o ella, individualmente o como miembro de una clase específica de personas, ha sido objeto de discriminación por motivos de raza, color, u origen nacional puede presentar una queja por escrito ante City of Arvin Transit.

Procedimiento

1. La queja debe cumplir los siguientes requisitos:

a. La queja debe ser por escrito y firmada por el/los denunciante(s). En los casos en los que el Denunciante no puede o es incapaz de proporcionar una declaración por escrito, se puede presentar una queja verbal.

- La queja puede ser enviada por correo a:
165 Plumtree Drive
Arvin, CA 93203
- La queja se puede presentar por teléfono llamando al
número: 661.854.3139
- La queja se puede presentar en persona en la dirección:
165 Plumtree Drive
Arvin, CA 93203

O

Arvin City Hall – Administrador de la Ciudad
200 Campus Drive
Arvin, CA 93203

b. Incluya la fecha del presunto acto de discriminación, la fecha cuando los Denunciantes se dieron cuenta del presunto acto de discriminación; o la fecha en que se suspendió esa conducta o el más reciente caso de la conducta.

- c. Presente una descripción detallada de las cuestiones, incluyendo los nombres y puestos de trabajo de los individuos percibidos como partes en la queja.
 - d. La ley federal requiere que se presenten las quejas dentro 180 días calendario de haber ocurrido la discriminación.
2. Se investigará la queja y se tomará una determinación. La investigación formal de la queja será confidencial e incluirá, pero no se limitará a, los detalles del incidente específico, frecuencia y fechas de los casos y los nombres de cualquier testigo. El demandante será notificado de la resolución.
 3. Si el denunciante no está satisfecho con la resolución, se puede apelar a:

Oficina del Administrador de Ciudad
200 Campus Drive
Arvin, CA 93203
Phone 661-854-3134
Fax 661-854-0817

4. Todos los documentos, información y grabaciones (si es necesario) se mantendrán en los archivos en la Instalación de Operaciones y Mantenimiento de Transporte de la Ciudad de Arvin ubicada en la dirección 165 Plumtree Drive, Arvin, CA 93203
5. Los contactos para las distintas jurisdicciones administrativas de Título VI son los siguientes:

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor —TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Exhibit D

TITLE VI NOTICE TO THE PUBLIC - ENGLISH

**CITY OF ARVIN TRANSIT
Title VI Notice & Complaint Process**

The City of Arvin Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with the City.

Complaints may be filed with Arvin Transit as follows:

- The complaint may be made in person at, or mailed to:
City of Arvin Transit
Transit Manager
165 Plumtree Drive
Arvin, CA 93203, OR

Arvin City Hall - City Manager
200 Campus Drive
Arvin, CA 93203
- The complaint can be phoned to City of Arvin Transit:
661.854.3139

A copy of the Title VI Complaint Form (in English or Spanish) and additional information may be obtained from the City's web site at www.arvin.org/transportation.htm or by calling (661) 854-3139. Arvin Transit will provide appropriate assistance to complainants who are limited in their ability to communicate in English.

Exhibit E**TITLE VI NOTICE TO THE PUBLIC - SPANISH****CITY OF ARVIN TRANSIT
Aviso y Proceso de Queja del Título VI**

City of Arvin Transit se compromete a garantizar que ninguna persona sea excluida de participar en o negado los beneficios de sus servicios por motivos de raza, color u origen nacional, conforme a lo dispuesto en el Título VI de la Ley de Derechos Civiles de 1964. Cualquier persona que considere que ha sido objeto de discriminación por motivos de raza, color u origen nacional conforme a Titulo VI, puede presentar una queja de Titulo VI ante la Ciudad.

Las quejas se pueden presentar ante Arvin Transit de las siguientes maneras:

- La queja se puede presentar en persona en, o enviado por correo a:
City of Arvin Transit
Transit Manager
165 Plumtree Drive
Arvin, CA 93203, OR

Arvin City Hall – Administrador de la Ciudad
200 Campus Drive
Arvin, CA 93203
- La queja se puede presentar por teléfono llamando a City of Arvin Transit: 661.854.3139

Una copia del Formulario de Queja del Título VI (en inglés o en español) y cualquier información adicional se puede obtener en el sitio web de la Ciudad en www.arvin.org/transportation.htm o llamando al (661) 854-3139. Arvin Transit le proporcionará ayuda adecuada a los denunciantes que están limitados en su capacidad de comunicarse en inglés.

Exhibit F

**CITY OF ARVIN TRANSIT SERVICES LIMITED
ENGLISH PROFICIENT (LEP) PLAN
~~July 28~~ September 8 2020**

City of Arvin Transit is required to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of our programs and activities of individuals who are Limited English Proficient (LEP). City of Arvin Transit consulted the USDOT's LEP Guidance and performed a four factor analysis of our contact with the public to determine the appropriate mix of LEP services to offer.

Four Factor Analysis:**1. The nature and importance of service provided by City of Arvin Transit.**

City of Arvin Transit provides important transit services to the public through its fixed route and paratransit programs. City of Arvin Transit provides a link between the rural areas and the downtown center of City of Arvin which offers shopping, healthcare and other services the public accesses frequently. Arvin Transit also provides a link between the City of Arvin and the, unincorporated community of Lamont, the City of Bakersfield and the Tejon Commercial/Industrial complex located adjacent to State Route 99.

2. The number or proportion of LEP persons in the service area.

Data was gathered from the following sources to identify information on persons who do speak languages other than English at home and who speaks it less than well or not at all and would be classified as limited English proficient or "LEP":

- a) 2010 Census Data
- b) Census Bureau's American Community Survey and Fact Finder Surveys.
- c) Department of Labor LEP Special Tabulation website.

A review of the census data on the numbers of limited English proficient or LEP persons revealed that in City of Arvin, the highest percentage of total population 5 years and over that spoke a language other than English at home were Spanish speakers. The total Spanish speaking population was 82.7% of the 19,304 total population of City of Arvin (see U.S. Census Bureau Data). The percentage of Spanish speaking **LEP** individuals that spoke English "not well" or "not at all" in Arvin was approximately 32.9%.

3. The frequency with which LEP individuals come into contact with the service.

We serve **LEP** persons daily via our buses, contracted services, paratransit, and demand response services. The staff in our administrative offices speak Spanish and can translate in person or over the phone as needed. We have an average of 0 (zero) calls a month that require translations when Spanish speaking employees are unavailable and had no calls for languages other than Spanish.

4. The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons.

City of Arvin Transit currently provides some information in Spanish such as surveys, bus routes and fares, public service announcements and information on the buses. City of Arvin Transit has experienced staff members who are fluent in both Spanish and English.

Implementation Plan:

Based on the four factor analysis, City of Arvin Transit recognizes the need to continue providing language services in the region. A review of City of Arvin Transit relevant programs, activities and services that are being offered or will be offered by the City of Arvin as of ~~July~~[September](#), 2020 include:

- Spanish speaking translators are available upon request during normal business hours.
- Route and Schedule brochures are available in both English and Spanish.
- Route and Schedule information available in Spanish on the City of Arvin website.
- Transit surveys conducted by City of Arvin Transit are available in Spanish.
- Specific public meetings are held to the Spanish speaking community in City of Arvin. Information was provided in Spanish and translators were on site to help with questions or concerns.
- City of Arvin Transit will expand its Rider Training program to include Spanish-speaking volunteers to assure Spanish-speaking customers have the opportunity to be taught how to ride the bus through training and through one-on-one assistance.
- The following vital documents have been or will be translated into Spanish, the LEP language within Arvin Transit's service area:
 - Title VI Notice to Public
 - Title VI Complaint Procedures
 - Title VI Complaint Form
 - Rider Guides, where practical
 - Signage advertising Arvin Transit's language assistance program
 - System map, where practical
 - Individual route schedules, where practical

Going forward, the extent of Arvin Transit's ability and obligation to translate written documents will be determined on a case-by-case basis, by looking at all elements presented in the Four Factor Analysis.

City of Arvin Transits' outreach and marketing initiatives have yielded a list of community organizations that serve populations with limited English proficiency. The Arvin Urbanized Area incorporates certain non-incorporated areas of the County

of Kern. The following list of community organizations and school systems will be contacted to assist in gathering information and see what services are most frequently sought by the LEP populations:

Arvin Unified School District
 Kern High School District
 Arvin High School
 Grimmway Academy
 Child Welfare Services
 Employment Development Department
 Kern County WIC Program
 A Committee For A Better Arvin
 Adelante Coalition - Arvin
 Dolores Huerta Foundation
 Farmworkers Institute for Education and Leadership Development
 (FIELD)

City of Arvin will contact the community organizations that serve LEP persons, as well LEP persons themselves, and perform a four factor analysis every three years to identify what, if any, additional information or activities might better improve City of Arvin's services to assure non-discriminatory service to LEP persons. City of Arvin will then evaluate the projected financial and personnel needed to provide the requested services and assess which of these can be provided cost-effectively.

Safe Harbor

Additionally, in order to comply with the Department of Justice's established safe harbor, City of Arvin will ensure that, at a minimum, the following will be provided:

(a) City of Arvin will provide written translations of vital documents for each eligible LEP language group that constitutes five percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

(b) If there are fewer than 50 persons in a language group that reaches the five percent trigger in (a), City of Arvin will not translate vital written materials but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Staff Training:

The following training has and/or will be provided to all staff:

- Information related to the City of Arvin's Title VI Compliance Program;
- Information pertaining to the City of Arvin's Limited English Proficient (LEP) Plan;
- Description of language assistance services offered to the public, including,

- Spanish Service Schedules: Currently services schedules are provided in English and Spanish. They are made available via paper brochures at the City of Arvin's Transit Station and on the City of Arvin's website.
- Spanish Route and Schedule Brochures: Brochures are available in both English and Spanish.
- Spanish Transit Surveys: Surveys conducted by the City of Arvin Transit are available in Spanish.
- Spanish Public Meetings: Specific public meetings were and are held for Spanish speaking community throughout the Arvin Urbanized Area. Information is provided in Spanish and translators are on site to help with questions or concerns.
- Translator Phone Access: Transit staff is available to answer questions in Spanish during normal working hours. Language Line and the City of Arvin Transit have an agreement whereby City of Arvin Transit staff can contact Language Line and utilize their translations services whenever necessary;
- How to document and log language assistance requests; and
- Where to direct and manage potential Title VI Complaints.

Exhibit G

ARVIN TRANSIT TITLE VI COMPLAINT FORM

Section I: Please write legibly		
1. Name:		
2. Address:		
3. Telephone:		Secondary Phone: <i>(Optional)</i>
4. Email Address:		
5. Accessible Format Requirements?	<input type="checkbox"/> Large Print	<input type="checkbox"/> Audio Tape
	<input type="checkbox"/> TDD	<input type="checkbox"/> Other
Section II:		
6. Are you filing this complaint on your own behalf?	Yes*	No
*If you answered "yes" to #6, go to Section III		
7. If you answered "no" to #6, what is the name of the person for whom you are filing this complaint? Name:		
8. What is your relationship with this individual?:		
9. Please explain why you have filed for a third party:		
10. Please confirm that you have obtained permission of the aggrieved party to file on their behalf.	Yes	No
Section III:		
11. I believe the discrimination I experienced was based on <i>(check all that apply)</i> :		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin		
12. Date of alleged discrimination: (mm/dd/yyyy)		
13. Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

ARVIN TRANSIT TITLE VI COMPLAINT FORM

PAGE 2

Section IV:		
14. Have you previously filed a Title VI complaint with Arvin Transit?	Yes	No
Section V:		
15. Have you filed this complaint with any other Federal, State, or local agency, Federal or State court? or with any		
<input type="checkbox"/> Yes* <input type="checkbox"/> No		
*If yes, check and fill-in all that apply:		
<input type="checkbox"/> Federal Agency	<input type="checkbox"/> State Agency	
<input type="checkbox"/> Federal Court	<input type="checkbox"/> Local Agency	
<input type="checkbox"/> State Court		
16. If you answered "yes" to #15, provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Telephone:	Email:	
Section VI:		
Name of Transit Agency complaint is against:		
Contact Person:		
Telephone:		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date are required below to complete form:

Signature _____ Date _____

Please submit this form in person or mail this form to the address below:

Attachment: Transit Title VI Compliance Program 2020 -FINAL (Arvin 2020 Transit Title VI Compliance)

City of Arvin Transit Division
Attn: Transit Manager
165 Plumtree Drive
Arvin, California 93203

Exhibit H

FORMULARIO DE QUEJA DEL TÍTULO VI DE ARVIN TRANSIT

Sección I: Por favor escriba de manera legible		
1. Nombre:		
2. Dirección:		
3. Teléfono:		Teléfono Secundario: <i>(Opcional)</i>
4. Dirección de Correo Electrónico:		
5. ¿Requisitos de Formato Accesible?	<input type="checkbox"/> Letra Grande	<input type="checkbox"/> Cinta de Audio
	<input type="checkbox"/> TDD	<input type="checkbox"/> Otro Formato
Sección II:		
6. ¿Presenta esta queja en nombre propio?	Sí*	No
*Si usted contestó "sí" a pregunta #6, vaya a la Sección III		
7. Si usted contestó "no" a la pregunta #6, ¿cuál es el nombre de la persona en cuyo nombre usted presenta esta queja? Nombre:		
8. ¿Cuál es su relación con esta persona?:		
9. ¿Por favor explique porque usted ha presentado esta queja para un tercero:		
10. Favor de confirmar que usted obtuvo el permiso de la parte agraviada para presentar esta queja en su nombre.	Sí	No
Sección III:		
11. Considero que la discriminación de la que fui objeto se basó en (<i>marque todos los que correspondan</i>): <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional		
12. Fecha de la presunta discriminación: (mm/dd/aaaa)		
13. Explique lo más claramente posible lo que sucedió y por qué cree que fue discriminado. Describa a todas las personas que participaron. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminó (discriminaron) a usted (de ser conocido(s)), así como los nombres e información de contacto de cualquier testigo. Si necesita más espacio, por favor use el dorso de este formulario.		

FORMULARIO DE QUEJA DEL TÍTULO VI DE ARVIN TRANSIT
PÁGINA 2

Sección IV:		
14. ¿Ha presentado anteriormente una queja de Título VI ante Arvin Transit?	Sí	No
Sección V:		
15. ¿Ha presentado esta queja ante cualquier otra agencia Estatal, o local, o ante cualquier Federal, tribunal Federal o Estatal?		
[] Sí* [] No		
*Si contestó sí, marque cada casilla que corresponda y llene la información correspondiente:]		
[] Agencia Federal	[Agencia
Estatad		
[] Tribunal Federal	[Agencia Local
[] Tribunal Estatal		
16. Si usted contestó "sí" a la pregunta #15, proporcione la información acerca de una persona de contacto en la agencia o tribunal donde se presentó la queja.		
Nombre:		
Puesto:		
Agencia:		
Teléfono:		Correo Electrónico:
Sección VI:		
Nombre de la Agencia de Tránsito contra la que se presenta la queja:		
Persona de Contacto:		
Teléfono:		

Puede adjuntar cualquier material escrito u otra información que usted considere pertinente para su queja.

Se requiere firma y fecha a continuación para terminar de llenar este formulario:

Firma

Fecha

Favor de presentar este formulario en persona o enviar por correo a la dirección a continuación:
City of Arvin Transit Division Attn: Transit Manager
165 Plumtree Drive
Arvin, California 93203

Exhibit I

ADDITIONAL INFORMATION FOR TRANSIT PROVIDERS THAT OPERATE LESS THAN 50 FIXED ROUTE VEHICLES IN PEAK SERVICE AND ARE NOT LOCATED IN URBANIZED AREA (UZA) OF 200,000: SYSTEMWIDE POLICIES AND SERVICE STANDARDS

Effective Practices to Fulfill the Service Standard Requirement

1. Vehicle Load Standards

- 1.1 Inter-City/Community Buses: Loads are not to exceed 1.0 passenger/seat.
- 1.2 Local Service: Loads are not to exceed 1.25 passengers/seat.

2. Vehicle Headway Standards

Arvin Transit operates four-fixed route bus routes, Arvin-City, Arvin-Lamont, Arvin-Bakersfield and Arvin-Tejon, Monday through Friday. Arvin Transit does not operate on Saturday and Sunday. The following sets forth the headways for each of the bus routes:

- 2.1 Arvin-City: 30 minute headways from 7:00 a.m. until 4:00 p.m.
- 2.2 Arvin-Lamont: 1 hour headways from 7:00 a.m. until 4:00 p.m.
- 2.3 Arvin-Bakersfield: 1 hour, 40 minute headways with buses leaving the Arvin Transit station at 8:00 a.m. and 11:30 a.m.
- 2.4 Arvin-Tejon Industrial Complex: 1 hour headways with buses leaving the Arvin Transit Station at 4:00 a.m. and 1:00 p.m. Arvin Transit will explore the possibility of increasing the frequency of this route as the Tejon Industrial Complex continues to develop and offer employment opportunities to Arvin residents.
- 2.5 Arvin Dial A Ride: operates on an as-needed basis

3. On-Time Performance Standards

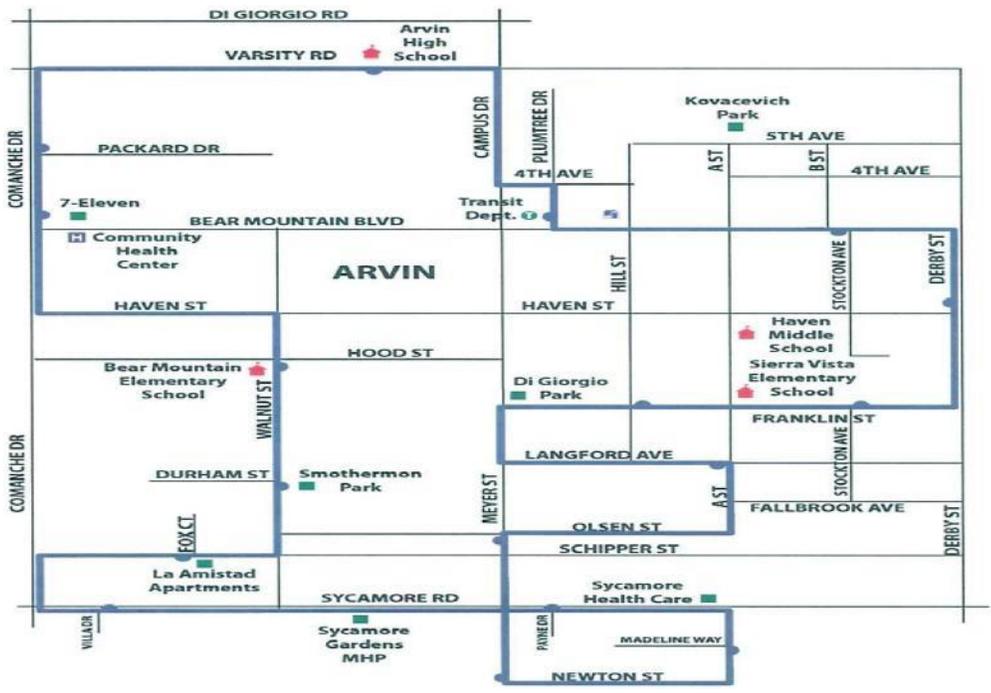
- 3.1 Fixed Route [Local and Inter-City/Community]
 - Arvin Transit endeavors to operate with no early departures before the time shown in the schedule brochure.
 - 98 percent of all trips should be operated “on-time,” defined as departing a published time-point no more than five (5) minutes later than the published scheduled to accommodate the deviation pick-ups.

- 3.2 Demand Response [Dial-A-Ride]

- 98 percent of all monthly trips operate on-time five (5) minutes past the scheduled pick-up time, with the pick-up time, defined as within the 15 minute manifest block.

4. **Service Availability Standards**

4.1 Local Service: Arvin Transit’s entire service area population includes approximately 19,304 individuals, per the 2010 census and shown in the map below. Of this Arvin Transit currently serves 90 percent of its total service area population, individuals who live within 1/4 mile of Arvin Transit’s fixed route service area or live within the Dial-A-Ride service area which is depicted on the map below.



4.2 Demand Response: 100 percent of all trips requested by ADA-qualified patrons within the Arvin Transit service area shall be accommodated.

Effective Practices to Fulfill the Service Policy Requirement

1. Vehicle Assignment Policy

- 1.1 Fixed Route [Local and Inter-City/Community]: Bus assignments take into account the operating characteristics of the various buses within the Arvin Transit fixed route fleet, which are matched to the operating characteristics of the route. In the absence of specific operating requirements, vehicle assignments will be done so as to ensure an equal use rotation of fleet vehicles throughout the routes in the Arvin Transit system.
- 1.2 Demand Response: Except for situations requiring the assignment of a trip to a specific vehicle for reasons such as lift capacity, interior clearance or operating characteristics within the service area, demand response trips shall be assigned so as to ensure that vehicles are randomly operated in these services.

2. Transit Amenities Policy

The following policies will be applied as funding allows:

- 2.1 Installation of a shelter should be considered at bus stops with an average per trip boarding of 10 or more passengers. Waste receptacles have been installed at locations with shelters. Seating/benches should be considered at bus stops with an average per trip boarding of 5 or more passengers.
- 2.2 Priority for benches and shelters should be given to bus stops serving senior housing or activity centers, or facilities which serve clients with mobility impairments.



CITY OF ARVIN
Staff Report

Meeting Date: September 8, 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 THE SUBMITTAL TO AND ACCEPTANCE OF A GRANT FROM THE SAN JOAQUIN VALLEY'S "CLEAN VEHICLE FUELING INFRASTRUCTURE PROGRAM (CVIP)" AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED PROGRAM DOCUMENTS; AND AUTHORIZING RELATED ACTION

BACKGROUND:

The City of Arvin desires to accept a Clean Vehicle Fueling Infrastructure grant from the San Joaquin Valley Air District to fund the installation of the infrastructure for the electric bus project. The air district has notified the City of a pending grant award in the amount of \$ 220,000 and is requesting the acceptance of the grant submittal and award.

RECOMMENDATION:

Staff recommends approval of the resolution.

FINANCIAL IMPACT:

No fiscal impact.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL TO AND ACCEPTANCE OF A GRANT FROM THE SAN JOAQUIN VALLEY'S "CLEAN VEHICLE FUELING INFRASTRUCTURE PROGRAM (CVIP)" AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED PROGRAM DOCUMENTS; AND AUTHORIZING RELATED ACTION

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) administers the "Clean Vehicle Fueling Infrastructure Program" Grant Program to fund the installation of clean fueling infrastructure, and;

WHEREAS, the City of Arvin's Community Development department has submitted a grant application to reduce air pollution in Arvin by implementing electric fueling infrastructure, and;

WHEREAS, the San Joaquin Valley Air Pollution Control District has notified the City of Arvin of its intent to award \$ 220,000 under the Clean Vehicle Fueling Infrastructure program, and;

WHEREAS, said adopted procedures established by the San Joaquin Valley Air Pollution Control District require the applicant to certify by resolution the approval of the application and acceptance of a grant prior to issuing a grant contract;

WHEREAS, clean vehicle fueling infrastructure will impact vehicle emission reductions resulting in a long-term impact on air pollution in the City of Arvin and the San Joaquin Valley;

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

Section 1: The City Council approves of the application and acceptance of the grant by the City for the "Clean Vehicle Fueling Infrastructure program." The City Manager, or his designee, is hereby authorized to submit all required documents to the San Joaquin Valley Air Pollution Control District "Clean Vehicle Fueling Infrastructure program."

Section 2: The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Arvin all grant documents including, but not limited to, applications, agreements, amendments and request for payments, necessary to secure grant funds and implement the approved "Clean Vehicle Fueling Infrastructure program" project from the San Joaquin Valley Air Pollution Control District, 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 8th day of September, 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.



CITY OF ARVIN
Staff Report

Meeting Date: September 8, 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 CARES Act Funding

BACKGROUND:

On August 25th, 2020 the City Council directed City Staff to provide assistance with implementing CARES ACT funding to support local business impacted by Covid-19. City staff has inquired on the use of CARES ACT funding from the County to assist businesses with payments such as rent to help our local business survive during the pandemic. In order to implement a business assistance program using federal funds, City Staff is requesting approval of a subrecipient agreement with Self-Help Enterprises (SHE) to manage the program.

RECOMMENDATION:

Staff recommends approval of the agreement.

FINANCIAL IMPACT:

No fiscal impact.

**CITY OF ARVIN
SUBRECIPIENT AGREEMENT**

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

WHEREAS, the County Kern (COUNTY), has received a Coronavirus Relief Fund ("CRF") grant available to states and localities under Title V of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act" or "the Act"). Specifically, CRF provides \$150 billion in direct assistance grants to state and local governments to remedy the economic dislocation caused by the COVID-19 pandemic., hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, COUNTY is authorized to allocate CARES Act funds, made available under Title V of the Coronavirus Aid, Relief, and Economic Security Act.

WHEREAS, GRANTEE is a recipient of CARES Act funding for use in funding eligible activities established to aid in the economic recovery of those impacted by the public health emergency; and

WHEREAS, GRANTEE, desires to provide CARES Act funding 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-XXX, the City Manager is authorized to execute CARES Acts Agreement, on behalf of GRANTEE, that are within available allocated CARES Act 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 _____, unless terminated earlier pursuant to the terms of this Agreement, shall continue until (minimum one year, recommend 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 CARES Act funds, 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 CARES Act requirements and in a manner that meets section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

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 CARES Act grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number:
- 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 the requirements of the CARES Act 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 CARES Act assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CARES Act;
- f) Financial records as required by (2 CFR Part 200): 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §200.330 through 200.332 regarding Subrecipient monitoring and management, and subpart F regarding audit requirements

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 CARES Act 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 CARES Act 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 TWO HUNDRED THOUSAND Dollars and 00/100 (\$200,000). 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 CARES Act 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 CARES Act funds is subject to the control of Coronavirus Relief Fund, other federal agencies, or other state agencies and should the CARES Act 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 CARES Act funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by the Department of Treasury, the COUNTY 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 CARES Act funds governed by this Agreement shall be considered CARES Act program income. All CARES Act program income shall be retained by SUBRECIPIENT for use during the CARES Act term. The use of all CARES Act program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement. CARES Act program income received outside of the use term must be returned to the Department of Treasury.

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 CARES Act 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 CARES Act 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 CARES Act 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 601(d) of the Social Security Act, 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 CARES Act 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 CARES Act-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CARES Act-assisted activity, or with respect to the proceeds of the CARES Act-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.

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

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 CARES Act funds, including CARES Act 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 CARES Act 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 CARES Act 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

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 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 Arvin, California, the day and year first above written.

Addresses:

GRANTEE:

SUBRECIPIENT:

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

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) 651-3634

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

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)
FAX:

SUBRECIPIENT:
Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct .
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Visalia, CA 93290
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- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A SCOPE OF WORK

Assistance Type: Small Business Assistance
 CARES Act Eligibility: Business Interruption Grants

Project Description:

Self-Help Enterprises will offer a Business Interruption Grant Program: Business Interruption Grants will provided grant payments for business, 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.

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 CARES Act funds, including its location, the amount of CARES Act funds budgeted, obligated and expended for the activity, and the eligibility.

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 CARES Act 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 City.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in 2 C.F.R. 200, including source documentation.

The project file must document how the CARES Act 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

Small Business Owner

The SUBRECIPIENT shall maintain records for each business, including:

- The total cost of the activity, including both CARES Act and non-CARES Act funds.
- a determination of need and eligibility will be completed and signed by the SUBRECIPIENT supported by documentation such as bank statements and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CARES Act 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: CARES Act Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$200,000
- Total Amount of the Award: \$200,000
- 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	\$9,650
2	Fringe Benefits	\$3,185
3	Professional Services	\$1,200
4	Supplies & Equipment	\$1,050
5	Rent / Lease / Utilities	\$2,650
6	Utilities / Telephone	\$1,196
7	Mileage / Transportation	\$2,500
8	Other: Indirect Cost Rate (approved 21.97%)	\$2,820
9	Other: Education & Outreach	\$750
10	Other: Subsistence Payments	\$175,000
	TOTAL	\$200,000

EXHIBIT C

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

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN RECEIVING THE 2018-2019 KERN COUNTY GRAND JURY REPORT OF JUNE 3, 2019, AND AFFIRMING FILING AND POSTING IN A CONSPICUOUS LOCATION AT CITY HALL

WHEREAS, the 2018-2019 Kern County Grand Jury (Grand Jury) has inquired into the operations and management of the City of Arvin; and

WHEREAS, as a result, the Grand Jury has provided a 2018-2019 Kern County Grand Jury report dated June 3, 2019, outlining the results of the inquiry; and

WHEREAS, the Grand Jury has requested the report be received and filed by the City Council in an open session and posted in a conspicuous location at City Hall; and

WHEREAS, the Grand Jury report was promptly posted by the City on June 28, 2019, and remained posted for more than a half a year until public access to City Hall was restricted in response to the COVID-19 pandemic; and

WHEREAS, although publicly posted, in doing a final review of this matter it is not clear that the report was every formally received by the City Council; and

WHEREAS, the City Council now desires to publicly affirm it has received the Grand Jury Report of June 3, 2019.

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

1. The Grand Jury report for Arvin (attached as Exhibit “A”) is hereby confirmed received, and a copy filed with the City Clerk.

2. The City Council affirms that a copy of the Grand Jury report has already been posted in a conspicuous location at City Hall, and remained posted in excess of the time requested by the Grand Jury report.

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I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the Arvin City Council at a regularly scheduled meeting held on the 08th day of September 2020, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

Attachment:
Exhibit A: 2018-2019 Kern County Grand Jury Report (Arvin).

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

EXHIBIT “A”

2018-2019 Kern County Grand Jury Report (Arvin)



Photo from: www.arvin.org

The City of Arvin

"A Steep Climb Ahead"

PREFACE:

Nestled against Bear Mountain, Arvin depicts a small town atmosphere. The area is primarily an agricultural-based economy with a growing manufacturing presence.

Arvin currently has public safety issues, especially with its increasing homicide rate. Additionally, over the past two years, they have struggled financially due to past managements misuse of the General Funds.

Arvin faces a steep climb toward financial stability, however, there are many positive factors that encourage this effort. The new city management is experienced and committed, and new manufacturing/distribution centers are opening. The Arvin community is proud of their city and this year's crowning achievement is Arvin High School's award winning Color Guard.

PURPOSE OF INQUIRY:

The Cities and Joint Powers Committee (Committee) of the 2018-2019 Kern County Grand Jury (Grand Jury) visited the City of Arvin (Arvin) to inquire into the operations and management of Arvin pursuant to California Penal Code §925a.

PROCESS:

The Committee attended Arvin's City Council Meeting on January 22, 2019 and interviewed City Officials on March 26, 2019 and April 11, 2019. The Committee also reviewed financial reports and budgets, researched past Grand Jury Reports, newspaper articles and internet information.

BACKGROUND AND FACTS:

Arvin was established in 1908 when the Staples family opened a store on the east end of Bear Mountain Boulevard. The city was incorporated December 21, 1960 and was named after a landowner's son from Ohio, Arvin Richardson.

During the 1930s, "Dust Bowl" farmers and their families throughout the Great Plains began to migrate and settle in California labor camps. The most famous of these camps was the "Sunset/Weedpatch Camp." Weedpatch Camp (also known as the Arvin Federal Government Camp and the Sunset Labor Camp) was built by the Works Progress Administration (WPA) in 1936 during the Great Depression. Several historic buildings at the camp were placed on the National Register of Historic Places on January 22, 1996. Today, this area continues to serve as housing for farm workers.



Original Weedpatch Camp-Wikipedia



Current camp (photo by Bobak Ha'Eri)

Located along the railroad tracks are many different packing houses from which fresh fruits and vegetables are shipped world-wide. Grimmway Farms, one of the largest producer of carrots in the world, is Arvin's largest employer.

- A. The 2015 United States Census reported that Arvin had a population of 20,328.
- B. Arvin has a council/manager form of government and is governed by a five member elected council.
- C. Crops such as cotton, grain, carrots, potatoes, grapes, almonds and oranges surround the city as well as dairies and farmland.
- D. Municipal water is provided by Arvin Community Services District.
- E. Arvin is served by the Arvin Union School District which consists of:
 - Sierra Vista Elementary School
 - Bear Mountain Elementary School
 - El Camino Real Elementary School
 - Haven Drive Middle School
 - Arvin State Preschool (Arvin Family Resource Center)

- F. Grimmway Academy (Charter School) also serves the Arvin area.
- G. The Kern High School District serves grades 9-12 in Arvin and operates Arvin High School, which also serves students from the surrounding rural areas and the nearby town of Lamont. In March 2019, the Arvin High School Color Guard Team, after a competition in Las Vegas, was ranked #1 in the world.



(Provided by Arvin HS website)

- H. Station 54 of the Kern County Fire Department is responsible for fire protection services.
- I. Through the National Cemetery Expansion Act of 2003, Congress authorized the expansion of six new national cemeteries. Bakersfield National Cemetery is located in the White Wolf area of the Tehachapi Mountains east of Arvin.
- J. Just to the east of Arvin, the Arvin Edison Canal ends a fluid journey from the high Sierras mid-state to percolation ponds which provide irrigation.
- K. Recently, Texas-based Ulrich Barn Builders opened a manufacturing and distribution center in Arvin.

FINDINGS:

- F1. On July 31, 2018, Arvin received a Single Audit Financial Report for Fiscal Year End (FYE) June 30, 2017, which reported a cash shortfall of approximately \$1,800,000. The audit also stated:
- The Finance Department operated for many years with limited accounting staff and insufficient government accounting experience
 - Significant turnover resulted in a lack of segregation of duties
 - There were inadequate thorough reviews, analysis and reconciliation of financial statements
- F2. In late 2017, Arvin hired a new Finance Director with 20 years experience in the private sector and 13 years in the public sector.

- F3. After completing an analysis of the \$1,800,000 deficit, Arvin's new Finance Director determined that the deficit was actually between \$800,000 and \$1,000,000. It was concluded there were accounting irregularities, including duplicate debit entries and errors in general ledger postings. The Finance Director stated that Arvin is in the process of reducing the deficit.
- F4. Since FYE 2017, the following factors have helped correct the deficit:
- 10% increase in general sales tax revenue
 - 20% increase in revenue from Measure L (1% city sales tax)
 - Reduction of staff and operating expenses
- F5. The FYE June 30, 2017 audit revealed that Arvin's Proprietary Funds, i.e. Traffic Impact Fees, Special Revenue Fund and Sanitation Enterprise Fund, were used to subsidize the cash needs of the General Fund.
- F6. City Officials are monitoring the 2018-2019 budget monthly to address any shortfalls and make adjustments for the remaining fiscal year. The Budget Report dated March 19, 2019 reflects General Fund revenue at 59.2% with General Fund expenses of 63.2%.
- F7. In 2015, Arvin received a \$570,000 *Caltrans* Grant for specific road improvements. However, Arvin misdirected the funds and made improvements on non-specified roads. *Caltrans* has since sued Arvin to recover the grant funds. As of April 11, 2019, negotiations are in the process of settling the suit. In order to complete the *Caltrans* specified road improvements, Arvin enlisted Kern Council of Governments (KCOG) assistance in finding alternate sources of funding.
- F8. For the past decade, Arvin has had five City Managers, the longest serving three years and three months.
- F9. The current City Manager served three years as Arvin's Chief of Police.
- F10. In March 2019, Arvin hired a new Chief of Police with approximately 30 years law enforcement experience.
- F11. Arvin reported 14 homicides from 2014 through 2018, with six occurring in 2017. However, overall crime decreased 30.2%.
- F12. City Officials state that Arvin residents are fearful to come forward and report violent crime. Officials are confident new police strategies and community involvement will improve public safety:
- "Coffee with a Cop" meetings
 - Forming a community crime prevention awareness group consisting of churches, schools and businesses

- Joint effort with Kern County Sheriff's Gang Suppression Unit

F13. Arvin is in the process of forming a Housing Advisory Committee that will play a key role in developing and advising the City Council regarding policies that will facilitate the implementation of various housing programs.

COMMENTS:

The 2018-2019 Grand Jury would like to thank Arvin City Officials for their cooperation and assistance in providing needed information. The Grand Jury recognizes the progress Arvin is making towards correcting the financial condition of their city.

RECOMMENDATIONS:

- R1. Arvin should continue monitoring and updating their financial information and budgets monthly in order to address and correct budget shortfalls. (Findings 1 through 6)
- R2. Arvin should continue working with KCOG to complete the *Caltrans* specified road improvements. (Finding 7)
- R3. Arvin should continue to improve public safety. They should also consider starting a Secret Witness Program to encourage residents to "say something if they see something." (Findings 11 and 12)

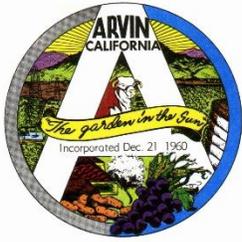
NOTES:

- The City of Arvin should post a copy of this report where it will be available for public review.
- Persons wishing to receive an email notification of newly released reports may sign up at: www.kerncounty.com/grandjury.
- Present and past Kern County Grand Jury Final Reports and Responses can be accessed on the Kern County Grand Jury website: www.kerncounty.com/grandjury.

RESPONSE REQUIRED WITHIN 90 DAYS TO:

**PRESIDING JUDGE
KERN COUNTY SUPERIOR COURT
1415 TRUXTON AVENUE, SUITE 212
BAKERSFIELD, CA 93301**

**CC: FOREPERSON
KERN COUNTY GRAND JURY
1415 TRUXTUN AVENUE, SUITE 600
BAKERSFIELD, CA 93301**



**CITY OF ARVIN
City Council**

Meeting Date: September 8, 2020

TO:	City Council
FROM:	Pawan Gill, Director of Administrative Services R. Jerry Breckinridge, City Manager
SUBJECT:	Standards For The Bear Mountain Central Business District And Procedural Updates To The Arvin Municipal Code

RECOMMENDATION:

Staff recommends the City Council:

- 1) Consider adopting a Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) and adopting CEQA findings; and;
- 2) Consider introducing an Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings to be read by title only, and open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

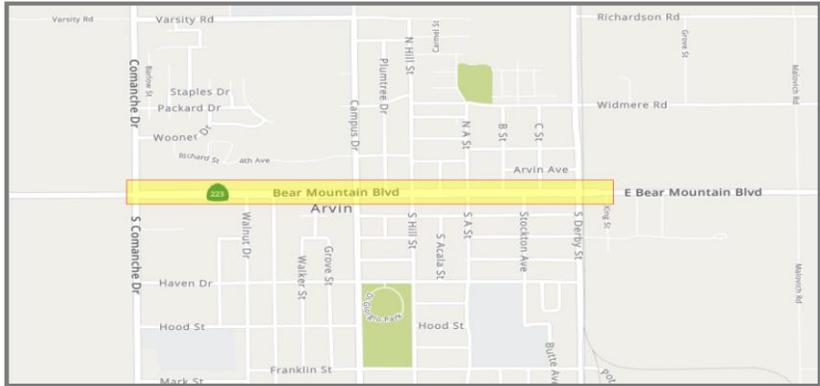
APPLICANT AND LOCATION:

Applicant:	City of Arvin
Zoning:	C-2 Commercial
General Plan Land Use Designation	General Commercial

BACKGROUND:

A main component of the City’s established business district is located along Bear Mountain Boulevard between South Comanche Drive and King Street, and often referred to as the Bear Mountain Central Business District. Most business within the District are subject to Site Development Review per the City’s Zoning Ordinance. However, many business within the District often cannot

meet the requirements of the Municipal Code related to development standards due to lot size, shape, and location of existing structures. Additionally, many existing uses are unable to meet the current requirements of the Municipal Code to allow operations within in the District, some of which are a result of the widening of Bear Mountain Boulevard (a State Highway) to two lanes as compared to the single lane each direction when certain structures were originally built. As a result, businesses which desire to use certain existing commercial buildings in the District are often times unable to do so, as the re-use of the buildings can trigger additional requirements under the Municipal Code that simply cannot be met for certain parcels. This often leads to frustration from applicants, stifles business growth, limits the availability of goods and services for the community, and can promote vacant or under-utilized buildings along the City’s principal commercial corridor.



The proposed updates to the General Plan and Municipal Code will allow for additional flexibility for qualifying existing commercial businesses and structures within the Bear Mountain Boulevard District. These include standards related to on-site parking, landscaping, trash enclosure and other site development requirements. Additionally, the updates will refresh key portions of the zoning ordinance, including noticing and findings for conditional use permits, in an effort to help clarify and streamline the process for applicants.

The Planning Commission reviewed this matter on September 3, 2020 and recommended approval for the City Council of the proposed General Plan Amendment, Zoning Ordinance modification, and associated CEQA findings for the project.

General Plan Amendment and Site Development Review

To facilitate implementation of more flexible standards for the District, a new General Plan policy is proposed as follows:

“Encourage existing commercial development along the Bear Mountain Business commercial corridor by amending the Municipal Code to allow for certain existing uses along the Bear Mountain Boulevard commercial corridor to have additional flexibility regarding parking, landscaping, trash enclosures, and similar site improvement items related to the re-use of existing, legally conforming, commercial structures for uses having moderate parking requirements.”

The General Plan designates most of Bear Mountain Boulevard as GC (General Commercial), and most parcels within this area have been zoned C-2 (Commercial).

Public Hearing Notice Ordinance Update

The City is also seeking to update and refresh the notice requirements to address developments in State law. Public Hearing Notices are important for informing the general public of formal proceedings and to inform them of the time and place of such proceeding, so that they can provide testimony on proposed issues or actions if they wish.

Conditional Use Permit Findings

Lastly, the City is seeking to include updated Conditional Use Permit findings to the Arvin Municipal Code, Section 17.56.025 – Conditional Use Permits. Conditional Use Permits allow the City of Arvin to consider special uses which may be essential through a hearing process. The findings section provides additional clarity for both the applicant and public as to the specific reasons given by the hearing body to approve or deny a conditional permitted use.

ENVIRONMENTAL CONSIDERATIONS:

City has performed a preliminary environmental review under the California Environmental Quality Act (CEQA) and has determined this project is subject to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility that the project will have a significant, adverse, physical effect on the environment because the zoning will retain the current General Plan Land Use designations and maintain the existing environmental baseline and uses for the purposes of CEQA. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project.

PUBLIC NOTIFICATION:

The City properly noticed the September 3, 2020, public hearing before the Special Planning Commission pursuant to Government Code sections 65090 and 65091 by publication in the newspaper on August 24, 2020. A copy of the notice is attached to this staff report. In addition, the City Clerk provided notice of the proposed conditional use permit by mailing the public notice to all property owners within the 300-foot radius.

ATTACHMENTS:

1. A Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) adopting CEQA findings
2. An Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings.
3. Copy of Published Public Hearing Notice

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING GENERAL PLAN AMENDMENT 2020-01 (BEAR MOUNTAIN BOULEVARD COMMERCIAL DISTRICT) AND ADOPTING CEQA FINDINGS**

WHEREAS, a main component of the City's established business district is located along Bear Mountain Boulevard between South Comanche Drive and King Street, and often referred to as the Bear Mountain Central Business District ("District")

WHEREAS, many businesses within the District are experiencing significant adverse economic impacts, which have been further exacerbated from the economic impacts of the state of emergency associated with COVID-19; and

WHEREAS, under the current requirements of the Municipal Code, ceasing use of a structure for 90 days can trigger compliance with current development standards and site plan review before the building can be used; and

WHEREAS, the practical constraints arising response to COVID-19 make it increasingly difficult for buildings to be re-occupied by a new business within 90 days; and

WHEREAS, due to lot size, shape, and location of existing structures, many existing uses are unable to meet the current requirements of the Municipal Code to be able to operate in the District, some of which are related to the widening of Bear Mountain Boulevard (a State Highway) to two lanes as compared to the single lane each direction when some structures were originally built; and

WHEREAS, businesses which desire to use certain existing commercial buildings in the District are often times unable to do so, as the re-use of the buildings can trigger additional requirements under the Municipal Code that simply cannot be met for certain parcels; and

WHEREAS, this has created economic, aesthetic, and other impacts for the District that are not the intent of the Council's goals and objectives; and

WHEREAS, to address this issue the City has proposed General Plan Amendment 2020-01 (Bear Mountain Central Business District) and updates to the City's zoning ordinance through a Zoning Ordinance Amendment; and

WHEREAS, the Planning Commission of the City of Arvin held a public hearing on September 3, 2020, and recommend the Council approve General Plan Amendment 2020-10 and the Zoning Ordinance Amendment; and

WHEREAS, this item is being processed concurrently with a Zoning Ordinance Amendment; and

WHEREAS, the City has performed a preliminary environmental review under the California Environmental Quality Act (CEQA) and has determined this project is subject to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility

that the project will have a significant, adverse, physical effect on the environment because the zoning will retain the current General Plan Land Use designations and maintain the existing environmental baseline and uses for the purposes of CEQA. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project; and

WHEREAS, the City noticed the hearing before the City Council meeting for the proposed project by publication in the newspaper; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter, at which time all interested parties were given an opportunity to be heard and present evidence regarding the project, including the proposed General Plan amendment as well as the Zoning Ordinance Amendment being concurrently considered; and

WHEREAS, the City Council now desires to adopt a CEQA determination pursuant to CEQA Guidelines section 15061(b)(3) and approve General Plan Amendment 2020-01 (Bear Mountain Central Business District).

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

1. Recitals. The recitals and findings set forth above are true and correct and incorporated herein by this reference.

2. CEQA. The City Council of the City of Arvin adopts a CEQA determination pursuant to CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility that the project will have a significant, adverse, physical effect on the environment because the zoning will retain the current General Plan Land Use designations and maintain the existing environmental baseline and uses for the purposes of CEQA. Further, none of the exceptions to categorical exemptions set forth in CEQA Guidelines, section 15300.2, apply to this project.

3. General Plan Findings: The City Council of the City of Arvin finds that the proposed project is consistent with the General Plan, and find as follows:

- a. General Plan Amendment 2020-01 is consistent with the intent of the General Plan goals and policies, including Land Use Goals and Policies (LU-1.1, Goal 3, Goal 4, Goal 10 and LU-10.3), Economic Development Goals and Objectives (1.0, 1.1, 1.2, 3.1, 4.0, and 4.2), and Economic Development Policies (1.1.2, 2.1.4, 4.1.1, and 1.0.1). The project does not affect the implementation of the General Plan with respect to surrounding properties and effectively maintains existing land use designations. The underlying uses contemplated in Table 41 of the Housing Element are not changing, and as such will not be affected by this project. Approval of the change would assist with providing ministerial flexibility for existing commercial structures within the District, and will promote economic development, combat blight, and provide employment opportunities. This is considered to be in the public's interest.
- b. Public Health, Safety, and Welfare: Approval of the General Plan Amendment is in the best interest of the City for the reasons set forth herein, and is not detrimental to public health, safety, or welfare.

4. Approval of General Plan Amendment 2020-01: The City Council of the City Council approves the General Plan Amendment 2020-01 as reflected in Exhibit "A."

5. Effective Date: 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 8th day of September, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

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

EXHIBIT A General Plan Amendment 2020-01

The City of Arvin 2012 General Plan Update is amended as follows (additions in underline, deletions in ~~strikethrough~~):

1. Policy LU-10.3.1 is added to page LU-24 as follows:

Policy LU-10.3 Encourage rehabilitation and development of high-quality commerce along the Bear Mountain Boulevard commercial corridor by utilizing low-cost renovation and rehabilitation programs and cost sharing for commercial façade modernization.

Policy LU-10.3.1 Encourage existing commercial development along the Bear Mountain Business commercial corridor by amending the Municipal Code to allow for certain existing uses along the Bear Mountain Boulevard commercial corridor to have additional flexibility regarding parking, landscaping, trash enclosures, and similar site improvement items related to the re-use of existing, legally conforming, commercial structures for uses having moderate parking requirements.

Policy LU-10.4 Concentrate existing and future commercial and activity center uses adjacent to high density residential areas.

[END]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARVIN AMENDING THE ARVIN MUNICIPAL CODE TO ADD STANDARDS FOR THE BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT, UPDATE NOTICE PROVISIONS, AND ADD USE PERMIT FINDINGS

WHEREAS, a main component of the City’s established business district is located along Bear Mountain Boulevard between South Comanche Drive and King Street, and often referred to as the Bear Mountain Central Business District (“District”)

WHEREAS, many businesses within the District are experiencing significant adverse economic impacts, which have been further exacerbated from the economic impacts of the state of emergency associated with COVID-19; and

WHEREAS, under the current requirements of the Municipal Code, ceasing use of a structure for 90 days can trigger compliance with current development standards and site plan review before the building can be used; and

WHEREAS, the practical constraints arising response to COVID-19 make it increasingly difficult for buildings to be re-occupied by a new business within 90 days; and

WHEREAS, due to lot size, shape, and location of existing structures, many existing uses are unable to meet the current requirements of the Municipal Code to be able to operate in the District, some of which are related to the widening of Bear Mountain Boulevard (a State Highway) to two lanes as compared to the single lane each direction when some structures were originally built; and

WHEREAS, businesses which desire to use certain existing commercial buildings in the District are often times unable to do so, as the re-use of the buildings can trigger additional requirements under the Municipal Code that simply cannot be met for certain parcels; and

WHEREAS, this has created economic, aesthetic, and other impacts for the District that are not the intent of the Council’s goals and objectives; and

WHEREAS, updates to the City’s zoning ordinance are also needed to refresh key portions of the zoning ordinance, including noticing and findings for conditional use permits, in an effort to help clarify and streamline the process for applicants

WHEREAS, to address this issue the City has proposed General Plan Amendment 2020-01 (Bear Mountain Central Business District) and updates to the City’s zoning ordinance through a Zoning Ordinance Amendment (collectively “project”); and

WHEREAS, the Planning Commission of the City of Arvin held a public hearing on September 3, 2020, and recommend the Council approve General Plan Amendment 2020-10, the Zoning Ordinance Amendment, and the associated CEQA for the project; and

WHEREAS, the City noticed the hearing before the City Council meeting for the proposed project by publication in the newspaper; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter, at which time all interested parties were given an opportunity to be heard and present evidence regarding the project, including the proposed General Plan amendment as well as the Zoning Ordinance Amendment being concurrently considered; and

WHEREAS, the City Council has concurrently heard General Plan Amendment 2020-01 and has approved the same along with the CEQA finding for the project on September 8, 2020; and

WHEREAS, the City Council introduced this Ordinance on the same date; and

WHEREAS, after a second public hearing on the same, the City Council now desires to adopt the Zoning Ordinance Amendment.

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

1. Recitals. The recitals and findings set forth above are true and correct and incorporated herein by this reference.
2. CEQA. This project has already been environmentally assessed, and no further action is required under the California Environmental Quality Act (CEQA).
3. General Plan Consistency. The City Council has already determined that the project, including the Zoning Ordinance Amendment, is consistent with the General Plan, and affirms the same herein.
4. Zoning Ordinance Amendment: The Zoning Ordinance Amendment is adopted as to those specific provisions of the Arvin Municipal Code as amended to read, in its entirety, as is set forth in the attached Exhibit "A" and incorporated in full by reference, which is Arvin Municipal Code Title 17.68 and Sections 17.54.100, 17.56.020, 17.56.025, 17.60.010(C) and (D), and 17.60.040(C).
5. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.
6. Notice of Adoption: The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise authorized by law.
7. Effective Date: This Ordinance shall become effective thirty (30) days from the

adoption of this Ordinance.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 8th day of September 2020, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, City Clerk

CITY OF ARVIN

By: _____
JOSE GURROLA, Mayor

APPROVED AS TO FORM:

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

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

Attachment: 3. Ordinance - BMB CBD (Standards for the Bear Mountain Central Business District & Procedural Updates to AMC)

EXHIBIT A
Arvin Municipal Code Title 17.68 and Sections 17.54.100, 17.56.020,
17.56.025, 17.60.010(C) and (D), and 17.60.040(C)

Section 1. Section 17.54.100 of Chapter 17.54, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.54.100 - Hearing—Notice.

- A. Following the receipt in proper form of any application filed under the provisions of this chapter, the secretary of the planning commission shall fix a time and place of public hearing thereon.
- ~~B. Not less than ten (10) days before the date of any public hearing fixed by the secretary of the planning commission as provided in this section, the date of such public hearing, notice of the date, time, place of hearing and location of the property and the nature of the request shall be given by any two (2) of the following methods, the publishing and mailing methods to be used unless otherwise directed by the planning commission:~~
- ~~1. Publishing. By publishing once in a newspaper of general circulation in the city;~~
 - ~~2. Mailing. By mailing a notice, postage prepaid, to the applicant, to each member of the planning commission, and to the owners of all property within three hundred (300) feet of the exterior boundaries of the property involved, using for this purpose the last known name and address of such owners as shown upon the last assessment roll of the county;~~
 - ~~3. By posting notices not more than three hundred (300) feet apart along each and every street upon which the property involved abuts, for a distance of not less than three hundred (300) feet in each direction from the exterior limits of such property.~~
- B. Notices of hearings shall be provided as follows:
1. Government Code section 65090 requires notice published in at least one newspaper of general circulation within the city at least 10 days prior to the hearing. If there is no such newspaper of general circulation, the notice may instead be posted in three public places within the city.
 2. Government Code section 65091 requires:
 - a. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to the owner of the subject real property as shown on the latest equalized assessment roll or the records of the county assessor or tax collector. Notice shall also be mailed to the owner's duly authorized agent, if any, and to the project applicant.

- b. When the Subdivision Map Act requires notice of a public hearing to be given, notice shall also be given to any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Section 883.230 of the Civil Code.
 - c. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected.
 - d. Notice of the hearing shall be mailed or delivered at least 10 days prior to the hearing to all owners of real property as shown on the latest equalized assessment roll within 300 feet of the real property that is the subject of the hearing. In lieu of using the assessment roll, the city may use records of the county assessor or tax collector. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection B(2)(d) or (B)(2)(a) is greater than 1,000, the city, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the local agency in which the proceeding is conducted at least 10 days prior to the hearing.
 - e. If the notice is mailed or delivered pursuant to subsection B(2)(d) of this section, the notice shall also either be:
 - i. Published in at least one newspaper of general circulation within the local agency which is conducting the proceeding at least 10 days prior to the hearing.
 - ii. Posted at least 10 days prior to the hearing in at least three public places within the boundaries of the local agency, including one public place in the area directly affected by the proceeding.
 - f. Whenever a hearing is held regarding a permit for a drive-through facility, or modification of an existing drive-through facility permit, notice procedures shall be incorporated address the blind, aged, and disabled communities in order to facilitate their participation in any hearing on, or appeal of the denial of, a drive-through facility permit.
3. Notices per subsection B(1) of this section (referring to the requirements of Government Code section 65090) shall apply to the following:
- a. Adoption or amendment of a general or specific plan.
 - b. Zoning ordinance or amendment. (Note additional requirements for the planning commission, below.)
 - c. Development agreements. (Note subsection B(2) also applies.)
 - a. Tentative, final, and parcel maps. (Note subsection B(2) also applies.)
4. Notices per subsection B(2) of this section (referring to the requirements of Government Code section 65091) shall apply to the following:

- a. Zoning ordinance or amendment – but only if the proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property. (Note this only applies to hearings of the planning commission.)
 - b. Development agreements. (Note subsection B(1) also applies.)
 - c. Tentative, final, and parcel maps. (Note subsection B(1) also applies.)
 - d. Conditional use permits.
 - e. Site plans.
 - f. Any other entitlement subject to the zoning ordinance not otherwise listed in this section.
- C. In addition to the notice required by this section, the city may give notice of the hearing in any other manner it deems necessary or desirable.
- D. If the applicable notice provisions of the Government Code are amended, the requirements shall be automatically incorporated herein, and any inconsistent or superfluous requirement of this Section shall no longer be applicable.

Section 2. Section 17.56.020 of Chapter 17.56, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.56.020 - Prohibited uses permitted when.

- A. Certain uses may be permitted by the planning commission and the city council in zones in which they are not permitted by this title where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the comprehensive general plan.
- B. Except as otherwise provided in this chapter, the procedure for filing of conditional use permit applications, payment of filing fees for such applications, and all associated investigations, notices, public hearings, findings and appeals shall be the same as provided in Chapter 17.54 for variances.
- C. The planning commission may waive public hearings on an application for a conditional use permit for public utility or public service uses or public buildings, when found to be necessary for the public health, safety, convenience or welfare.
- D. No conditional use permit application shall be deemed complete or processed until the filing fee (which may be in the form of a deposit), as established pursuant to resolution of the city council, has been paid in full.

Section 3. Section 17.56.025 of Chapter 17.56, of Title 17 of the Arvin Municipal Code is added to read, in its entirety, as follows:

17.56.025 – Required findings.

A conditional use permit shall only be granted if the planning commission determines that the project as submitted or as modified conforms to all of the following

criteria. If the planning commission determines that it is not possible to make all of the required findings, the application shall be denied.

- A. The use proposed by conditional use permit is consistent with the general plan, any applicable specific plan, and zoned district designation.
- B. The use proposed by conditional use permit is consistent with this Code, including the zoning ordinance.
- C. The use proposed is not detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood.
- D. The proposed use is in compliance with all applicable laws and ordinances.

Section 4. Subsections C and D of Section 17.60.010 of Chapter 17.60, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

17.60.010 - Intent and purpose—Affected zones.

- C. To insure that certain types of proposed developments will serve to achieve a group of facilities which will be well related one to another, and which, taken together, will result in a well-composed design, and to meet the city ordinances, site development permits shall be required for the development or expansion of the following:
 - 1. Mobile home parks, travel trailer parks, airports and building complexes. Multi-family residential development within the R-3 and R-4 Zone District;
 - 2. Use of any structure vacant for more than ninety (90) days. For structures subject to chapter 17.68 (Commercial - Bear Mountain Central Business District Standards), existing structures vacant for more than sixty (60) days, except that if unusual hardship is shown the planning director may extend that time by up to an additional one hundred and eighty (180) days;
 - 3. Change of use from an existing use to a heretofore new use at that location;
 - 4. New development; or
 - 5. Expansion of existing structures.
- D. A site development permit shall be secured prior to the issuance of a building permit for any of the items listed in 1, 2, 3, 4, and 5 ~~and 6~~, above.

Section 5. Subsection C of section 17.60.040 of Chapter 17.60, of Title 17 of the Arvin Municipal Code is amended to read, in its entirety, as follows:

...

- C. Level of review: The site development permit is subject to review by the council, commission or planning director as follows:
 - 1. Planning director - Review of the following projects that do not otherwise require commission review:

- a. Remodeling of interior and/or exterior of existing buildings;
 - b. Change of use of existing buildings where no site improvements are required;
 - c. Mobile home parks, travel trailer parks, airports and building complexes encompassing less than one (1) acre;
 - d. Existing structures vacant for more than ninety (90) days. For structures subject to chapter 17.68 (Commercial - Bear Mountain Central Business District Standards), existing structures vacant for more than sixty (60) days, as may be extended for unusual hardship by the planning director pursuant to 17.60.010;
 - e. New structures less than one thousand (1,000) square feet;
 - f. Expansion of existing structures of less than fifty (50) percent and limited site improvements are required;
 - g. Multi-family residential development within the R-3 Zone district with a minimum development of, and not to exceed, sixteen (16) units per acre; or
 - h. Multi-family residential development within the R-4 Zone district with a minimum of, and not to exceed, twenty-one (21) units per acre.
2. Planning commission - Review of the following projects:
 - a. New development of one thousand and one (1,001) square feet or more;
 - b. Expansion of existing structures by more than fifty (50) percent;
 - c. Change of use of existing structures where site improvements are required;
 - d. Mobile home parks, travel trailer parks, airports and building complexes encompassing more than one (1) acre;
 - e. All other development requiring a site development permit not listed in Subsection C.1, above.
 3. The planning director may refer review of a site development permit to the commission, or the commission may refer review of a site development permit to the council, for review and action. Such referrals may be at the discretion of the referring body or person.
 4. Site development improvements are required consistent with Chapter 17.70.

Section 6. Chapter 17.68 (Commercial -Bear Mountain Central Business District Standards) of Title 17 of the City of Arvin Municipal Code is added to read, in its entirety, as follows:

Chapter 17.68 - COMMERCIAL -BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT STANDARDS

17.68.010 – Findings and Purpose.

The purpose of this chapter is to regulate commercial zoned buildings fronting Bear Mountain Boulevard (Highway 223) between South Comanche Drive and King Street (the central business district) in order to protect public health, safety, and welfare,

while accommodating commercial uses with conforming or legally non-conforming structures as of January 1, 2010, including those conditions related to parking and landscaping due to the immediate proximity of Highway 223. The specific purposes of this chapter are to:

- A. Relieve certain properties located in the central business district from certain on-site parking, landscaping, trash enclosure and other site development requirements in whole or in part.
- B. Provide a pedestrian-friendly downtown environment by allowing buildings and uses to be concentrated and oriented to pedestrians.

17.68.020 – Applicability.

Regulations established by this chapter shall be in addition to the regulations of the zoning district, and in the event of a conflict between the two, the provisions of the this chapter shall prevail. This title only applies to properties, buildings, and uses meeting all of the following requirements:

- E. Property fronting Bear Mountain Boulevard (Highway 223) between South Comanche Drive and King Street.
- F. Property zoned as one of the following:
 - 1. C-O (Professional office zone).
 - 2. N-C (Neighborhood commercial zone).
 - 3. C-1 (Restricted commercial zone).
 - 4. C-2 (General commercial zone).
- G. All buildings or uses must either be conforming or legally nonconforming. This chapter shall expressly not apply where new development or the expansion of more than twenty percent (20%) of the gross floor area of a building in existence as of January 1, 2010.
- H. This chapter shall not apply to regulations regarding the following uses:
 - 1. Apartment hotels
 - 2. Automobile Service, and auto repair garages (including tire shops)
 - 3. Bars (or other uses having an on-sale license from the California Department of Alcoholic Beverage Control)
 - 4. Billiard or pool halls or bowling alleys,
 - 5. Bottling plants,
 - 6. Bowling facilities,

7. Churches, (exceeding two thousand (2,000) square feet in area)
8. Dance clubs, dance halls
9. Department stores (exceeding six thousand (6,000) square feet in area)
10. Funeral services
11. Garage, Public
12. Hotels
13. Hospitals or sanitariums
14. Markets (exceeding six thousand (6,000) square feet in area)
15. Medical clinics
16. Motels
17. Recycling Facilities and other similar uses
18. Rental Halls
19. Theaters or auditoriums
20. Wedding chapels
21. Similar restricted commercial activities and facilities not specifically listed in the Arvin Municipal Code, as determined by the planning director.

17.68.030 – Additional Development Standards.

Notwithstanding any other requirement of chapter 17.20 (C-O professional office zone), 17.22 (N-C neighborhood commercial zone), 17.24 (C-1 restricted commercial zone), 17.26 (C-2 general commercial zone), 17.48 (Automotive parking requirements), 17.60 (Site development permits), 17.62 (Sign regulations), 17.70 (Site development standards), the entirety of Title 15 (Buildings and Construction), and the entirety of title 16 (Subdivisions), the following site development standards shall apply to those uses subject to this chapter:

A. Parking Standards.

1. Priority. When it is not possible for parking, landscaping, and other requirements such as trash receptacles and drainage to be met due to shape, size, and location of the site, priority shall be focused on meeting parking requirements first as outlined by chapter 17.48, and then any remaining land shall be used to meet landscape requirements followed by using land to meet other applicable requirements.

2. Hardship. The planning director may waive up to fifty percent (50%) of parking spaces required by parking where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the development standards that would otherwise be required by the zoning ordinance in exchange for other improvements to the property that will generally benefit the public. However, existing parking spaces shall be preserved and in no circumstances shall existing parking spaces be reduced or eliminated. (*Example:* The site can only accommodate sixty (60%) of the required parking spaces. The planning director may waive the remaining 40% with the requirement for existing on-site parking area improvements, façade or other exterior enhancements occur to the property.)
3. Off-site parking. Required parking may be located off-site when located within 300 feet from the property from a receiving property having excess parking capacity, and as secured by a covenant for the same as approved by the planning director.
 - a. Some properties have benefited from shared off-site parking lots between or adjacent to each property with no previous parking covenant in place. In such cases, the party benefiting from parking capacity in a lot they do not own must secure such a parking covenant.
4. Parking on separate legal parcel with common ownership. If a property benefits from parking located on a separate adjacent legal parcel owned by the same party, and the separate legal parcel includes any number of required parking capacity, a lot line adjustment or lot merger shall be required as outlined under the provisions or Title 16 (Subdivisions).
5. For conforming and legally nonconforming buildings built before January 1, 2010 additional parking shall not be required for structural alterations, repairs, or for building additions less than 400 square feet in area, as long as existing parking spaces are preserved and the expansion is not twenty percent (20%) or more of the existing use.
6. If minimum site development standards cannot otherwise be met except under a hardship or other exceptions and standards set by this chapter, the planning director shall have the authority to review any existing on-site parking areas and facilities, and to make determinations on their general appearance and condition. If the condition is determined to be unacceptable either in part or entirely, the planning director shall have the authority to require measures to reduce impact or to otherwise provide for safe and aesthetically pleasing parking facilities including, but not limited to, removal and replacement of existing pavement surfaces found to be in a state of disrepair, grading modifications to provide for a relatively flat walking

and driving surface, placement of an asphalt or concrete surface if none currently exists, restriping if existing stripes are found to be faded or missing, installation of wheel stops and or protective railings, reconstruction of drive approaches determined to be in a state of disrepair, and the installation or repair of ADA striping and signage.

7. Change of land use. A change in the use of an existing building shall not require the provision of any additional parking spaces unless the new use would require twenty percent (20%) or more additional parking spaces as compared to what would be required for the existing use as calculated in the manner specified by Chapter 17.28.

B. Landscape Standards.

1. Priority of parking. Landscape requirements may be reduced by the director of planning or building in order to preserve or add additional parking spaces where parking spaces are required in order to meet minimum parking requirements. (*Example: A site has enough parking spaces, but cannot meet the minimum requirement that ten percent (10%) of the developed area shall be landscaped as only two percent (2%) of the remaining area is available. The planning director may reduce the landscaping requirement to two (2%) in order to preserve parking spaces.*)
2. Hardship. The planning director may waive or defer landscaping standards where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the required development standards.

C. Trash Receptacle Standards.

1. Priority of parking and landscaping. The City desires to assure that parking and landscaping requirements are met to the greatest extent feasible, and then an appropriate location and enclosure for trash receptacles should be considered.
2. Hardship. The planning director may waive or defer trash receptacle standards where a documented hardship, not involving economics, exists or where there are unusual circumstances that prevent compliance with any of the required development standards. Such hardship can include the need to provide or maintain parking spaces or to meet landscaping standards in whole or in part as contemplated by this section.
3. Intent. Trash receptacles shall be designed to promote the 1) screening of areas where refuse (trash) including recycled items from being visible from vehicles and pedestrians on Bear Mountain Boulevard and from other businesses also fronting Bear Mountain Boulevard; and 2) the limiting of access by animals, whether phenomenon, and unauthorized people to trash receptacles including trash/recycle cans,

bins, and dumpsters, in an attempt to prevent unauthorized dumping or movement of refuse.

4. Alleys. Where alleys are present, trash receptacles must be located such that the trash collection company can reasonably access the trash receptacle from within the alley. Said location should be located behind an existing building, and, if feasible as determined by the planning director, they should be surrounded on all four sides by a permanent opaque enclosure not less than five feet in height with a lockable door or gate that shall be locked at all times other than when refuse is being added to the receptacles and at the time of collection.
5. Location when alleys not present. Where alleys are not present, an enclosure as described above must be provided in a location, subject the approval by the planning director, to minimize aesthetic, odor, and similar impacts of the enclosures and trash receptacles on the public taking into account existing site conditions.

D. Drainage Standards.

1. Flooding risk. Uses must limit the amount of runoff allowed to drain from the site to the sidewalk, street, or alley as in all cases, the runoff goes south.
2. Standards. The following standards shall apply:
 - a. Existing sites must capture runoff and either retain it on site or to detain it on site before it is allowed to overflow to the street or alley.
 - b. Existing buildings shall be required to install roof gutters or other means of capturing runoff which must be directed to landscaped areas, planter boxes, underground detention structures or other types of Low Impact Development (LID) improvements. In no case shall roof runoff be allowed to drain directly to a pedestrian walkway including sidewalks along Bear Mountain Boulevard.
 - c. Existing roof gutters and downspouts determined by the planning director to be in a state of disrepair must be repaired or replaced to the satisfaction of the planning director.
 - d. Existing parking lots that that are reconstructed must either direct runoff to an appropriately sized sump or drainage swale, install dry well catch basins to allow the runoff water to permeate into the soil, or otherwise limit storm drainage as approved by the city engineer. Drainage sumps or swales shall not be required unless adequate space is available.

E. Building design. Notwithstanding section L of section 17.70.010, the following building design standard shall apply:

1. Architectural design of all proposed buildings shall be Mediterranean or other approved architectural look and style determined by the planning director to be acceptable.
2. Legally non-conforming buildings that were designed in an architectural style other than Mediterranean prior to January 1, 2020, may retain that style. Any subsequent changes to architectural design shall be Mediterranean.

F. Floodplain Standards.

1. No waivers given. The requirements shown in chapter 15.32 shall apply in their entirety to all existing and proposed buildings in the district. The entirety of the district is located within an “AO” special flood hazard zone as determined by the Federal Emergency Management Agency (FEMA) which corresponds to a flood depth of 1 foot within a 100-year occurrence interval. The City of Arvin is a participant in the National Flood Insurance Program (NFIP) through FEMA which requires certain non-compliant older structures to be appropriately modified to achieve compliance. Refer to chapter 15.32 for more information, and communicate with the Floodplain Administrator for the City for more information.

G. Sewer Lateral and Main Connection Standards.

1. Applicability. The entirety of chapter 13.08 is applicable to any property located within the district as well as any additional requirements and provisions provided for under this section.
2. Grease interceptors.
 - a. Any building with an existing kitchen, food preparation areas, or disposal systems including floor and ground sink drains connected to the municipal sanitary sewer system must have a grease interceptor as specified in article VIII of Chapter 13.08.
 - b. Any building with any new devices or facilities as described above must have a grease interceptor as specified in article VIII of Chapter 13.08.
 - c. The planning director or their designee shall have the authority to inspect existing facilities, to review proposed modifications to existing or proposed facilities, and to determine whether a grease interceptor must be provided.
 - d. If an existing building sewer lateral has an existing grease interceptor, the building owner and or tenant shall allow the

planning director or their designee to inspect the condition and capacity of the device, and shall have the authority to require modifications to the device, cleaning of the device, or replacement of the device if it is determined to be damaged or undersized given the nature of the proposed business or activity. The planning director or their designee shall have discretion as to whether an existing undersized interceptor must be replaced.

- e. If an existing building sewer lateral has an existing grease interceptor that the planning director or their designee determines is not necessary given the nature of the proposed business or activity within a building, the interceptor may remain in place provided that it is properly abandoned or removed per article VIII of Chapter 13.08. Alternatively, the interceptor may remain in place and in working order, but shall be subject to the same maintenance and inspection requirements provided for under article VIII of Chapter 13.08 in perpetuity.
 - f. Item “f” above shall be inapplicable, and the provisions of 13.08.160 shall apply in the event that an existing building with a grease interceptor is razed or demolished.
3. Existing sewer laterals. If the existing sewer lateral for an existing facility is determined by the planning director or their designee to be noncompliant with the provisions of chapter 13.08, the lateral(s) must be brought into compliance per applicable standards. Potential reasons for noncompliance may include but shall not be limited to undersized pipes, insufficient pipe slope, unacceptable pipe material, blind connections to a main with no wye, damaged lateral pipe, and multiple connections to the same lateral from different legal parcels. Additionally, existing sewer laterals shall not traverse any other legal parcel not owned by the property owner which condition must be remedied either by an exclusive easement granted by the property owner(s) or by the realignment of the sewer lateral such that it flows directly from the property in question to the public right-of-way.
 4. Permits. All work required by this section or chapter 13.08 that occurs within the public right-of-way must not be performed unless an encroachment permit is first obtained through the Community Development Department.

SECTION 7. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without

regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

[END]

NOTICE OF PUBLIC HEARINGS

STANDARDS FOR THE BEAR MOUNTAIN CENTRAL BUSINESS DISTRICT AND PROCEDURAL UPDATES TO THE ARVIN MUNICIPAL CODE

Notice is hereby given that the Planning Commission of the City of Arvin, California, will conduct a public hearing at special meeting, at which time you may be heard, to consider the following:

- A Resolution of the Planning Commission of the City of Arvin recommending the City Council I) Approve General Plan Amendment 2020-01; II) Amend the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, and update Notice and Use Permit Findings and III) making CEQA findings for the same.

Arvin Planning Commission Public Hearing Information

Date: September 3, 2020

Time: 6:00 PM

Place: City of Arvin Council Chambers (by telephone*)
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 special meeting, at which time you may be heard, to consider the following:

- Adoption of a Resolution of the City Council of the City of Arvin Approving General Plan Amendment 2020-01 (Bear Mountain Central Business District) and making CEQA findings; and
- Adoption of an Ordinance of the City Council of the City of Arvin Amending the Arvin Municipal Code to add Standards for the Bear Mountain Central Business District, Update Notice Provisions, and Add Use Permit Findings.

Arvin City Council Public Hearing Information

Date: September 8, 2020

Time: 6:00 PM

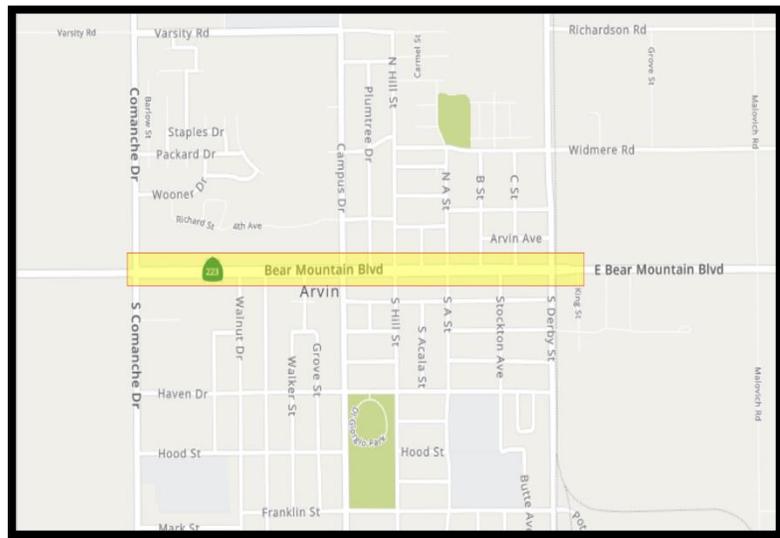
Place: City of Arvin Council Chambers (by telephone or video streaming*)
200 Campus Drive, Arvin, CA 93203

Call In Number: 1-669-900-9128; Access Code 814 7122 3031#

Join on-line: <https://us02web.zoom.us/j/81471223031>

Description of the Project: The City of Arvin is initiating a General Plan Amendment and Amending the Arvin Municipal Code. The amendments will allow additional flexibility for future uses of existing commercial development along the Bear Mountain Boulevard commercial corridor. This corridor consists of those commercial zoned buildings fronting Bear Mountain Boulevard (Highway 223) between South Comanche Drive and King Street. The additional flexibility for this area includes standards for parking, landscaping, storm flow, exterior trash receptacles, and similar site improvement items related to the re-use of existing, legally conforming, commercial structures for uses having moderate parking requirements. The amendments to the Arvin Municipal Code will also address clarifications for noticing requirements for the approval of entitlements subject to the City’s zoning ordinance, as well as update findings required for conditional use permits. The proposed General Plan Amendment and Municipal Code amendments will not require changes to any qualifying uses within the Bear Mountain Boulevard commercial corridor that are currently legally operating or legally non-conforming uses.

The City has performed a preliminary assessment of this project and, pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3), proposes to determine with certainty that there is no possibility this project will have a significant adverse effect on the environment.



Additional information on the proposed project and proposed environmental finding 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.

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.

***COVID-19 NOTE:** These meetings will held remotely 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 or as otherwise specified in the Agenda. Members of the public are encouraged to participate by phone or email at cvela@arvin.org or by

submitting written comments at City Hall prior to the hearing. At least 24 hours before the Planning Commission meeting and 72 hours before the City Council 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.

Cecilia Vela, City Clerk

Published: August 24, 2020, Bakersfield Californian



CITY OF ARVIN Staff Report

Meeting Date: September 08, 2020

TO: Arvin City Council

FROM: Cecilia Vela, City Clerk
Jerry Breckinridge, City Manager

SUBJECT: Designation of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference to be Held Virtually on October 07 - 09, 2020.

BACKGROUND:

The League of California Cities' Annual Conference will be held virtually during October 07 – 09, 2020. At the League's Annual Business Meeting, scheduled on the last day of the conference, voting delegates from the state's cities consider and act on resolutions that establish League policy.

To participate in the establishment of League policy, City Council must designate a voting delegate to participate in the vote. City Council may also appoint an alternate who may vote in the event the designated voting delegate is unavailable.

The City Clerk must provide the delegate information to the League no later than Friday, September 30, 2020.

FINANCIAL IMPACT:

The cost to attend the virtual conference is \$50 per attendee.

RECOMMENDATION:

Staff recommends designating a voting delegate and up to two alternates.

ATTACHMENTS:

League of California Cities Memorandum Regarding Designation of Voting Delegates and Alternates



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

Attachment: League of California Cities Memorandum Regarding Designation of Voting Delegates and Alternates (Designation of Voting



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



*Annual Conference
Resolutions Packet*

2020 Annual Conference Resolutions



October 7 – 9, 2020

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet virtually at the Annual Conference to consider and take action on the resolution referred to them. The committees are: Governance, Transparency & Labor Relations and Public Safety. These committees will meet virtually on Tuesday, September 29, with the Governance, Transparency and Labor Relations Policy Committee meeting from 9:30 – 11:30 a.m. and the Public Safety Policy Committee meeting from 1:00 – 3:00 p.m. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet virtually at 1:00 p.m. on Thursday, October 8, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League’s regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president.

GENERAL ASSEMBLY: This meeting will be held virtually at 11:00 a.m. on Friday, October 9.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 8.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
 2 - General Resolutions Committee
 3 - General Assembly

GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Amendment to Section 230 of The Communications Decency Act of 1996			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: [Resolution Process](#).

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR AN AMENDMENT OF SECTION 230 OF THE COMMUNICATIONS DECENCY ACT OF 1996 TO REQUIRE SOCIAL MEDIA COMPANIES TO REMOVE MATERIALS WHICH PROMOTE CRIMINAL ACTIVITIES

Source: City of Cerritos

Concurrence of five or more cities/city officials

Cities: City of Hawaiian Gardens, City of Lakewood, City of Ontario, City of Rancho Cucamonga, City of Roseville

Referred to: Governance, Transparency and Labor Relations and Public Safety Policy Committees

WHEREAS, local law enforcement agencies seek to protect their communities' residents, businesses, and property owners from crime; and

WHEREAS, increasingly, criminals use social media platforms to post notices of places, dates and times for their followers to meet to commit crimes; and

WHEREAS, Section 230 of the Communications Decency Act of 1996 currently provides online platforms (including social media platforms) immunity from civil liability based on third-party content and for the removal of content; and

WHEREAS, in the 25 years since Section 230's enactment, online platforms no longer function simply as forums for the posting of third-party content but rather use sophisticated algorithms to promote content and to connect users; and

WHEREAS, the United States Department of Justice, in its June 2020 report, "Section 230 — Nurturing Innovation or Fostering Unaccountability?," concluded the expansive interpretation courts have given Section 230 has left online platforms immune from a wide array of illicit activity on their services, with little transparency or accountability, noting it "makes little sense" to immunize from civil liability an online platform that purposefully facilitates or solicits third-party content or activity that violates federal criminal law; and

WHEREAS, current court precedent interpreting Section 230 also precludes state and local jurisdictions from enforcing criminal laws against such online platforms that, while not actually performing unlawful activities, facilitate them; and

WHEREAS, amendment of Section 230 is necessary to clarify that online platforms are not immune from civil liability for promoting criminal activities; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 9, 2020 in Long Beach, California, that the League calls upon the U.S. Congress to amend Section 230 of the Communications Decency Act of 1996 to condition immunity from civil liability on the following:

1. Online platforms must establish and implement a reasonable program to identify and take down content which solicits criminal activity; and
2. Online platforms must provide to law enforcement information which will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity; and
3. An online platform that willfully or negligently fails in either of these duties is not immune from enforcement of state and local laws which impose criminal or civil liability for such failure.

Background Information to Resolution

Source: City of Cerritos

Background:

Social media platforms are now used as a primary means of communication, including by criminals who use them to advertise locations, dates, and times where the criminal acts will take place. Such communications, because they occur online, render the online platform immune from any civil liability for the costs incurred by law enforcement agencies that respond under Section 230 of the Communications Decency Act of 1996. Immunity from civil liability extends even to injunctive relief, thus preventing local governments from merely seeking an injunction against the online platform to have such a post removed.

The City of Cerritos supports the rights of free speech and assembly guaranteed under the First Amendment, but believes cities should have the ability to hold social media companies liable for their role in promoting criminal acts. Recently, the City suffered thousands of dollars in damages to respond to online threats that the Cerritos Mall would be looted. Anonymous posts on Instagram.com invited followers to “work together to loot Cerritos [M]all” only several days after the Lakewood Mall had been looted, causing thousands of dollars in damages. The posts were made under the names “cerritosmalllooting” and “cantstopusall,” among others. The City of Cerritos had no choice but to initiate response to protect the Mall and the public from this credible threat.

At the same time local governments face historic shortfalls owing to the economic effects of COVID-19, the nation’s social media platforms are seeing a record rise in profits. The broad immunity provided by Section 230 is completely untenable. Online platforms should be held responsible—and liable—for the direct harm they facilitate. Local governments are in no position to bear the costs of the crimes facilitated by these companies alone.

Congress is currently reviewing antitrust legislation and by extension, Section 230’s immunity provisions. The League urges Congress to amend Section 230 to limit the immunity provided to online platforms when they promote criminal activity to provide local governments some measurable form of relief.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Charles Harvey, Legislative Representative
 Bijan Mehryar, Legislative Representative
 Caroline Cirrincione, Policy Analyst
 Johnnie Piña, Policy Analyst

Committees: Governance, Transparency and Labor Relations
 Public Safety

Summary:

This resolution states that the League of California Cities should urge Congress to amend Section 230 of the federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted.

Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity.

Background:

The City of Cerritos is sponsoring this resolution in reaction to events whereby persons, using social media platforms to coordinate locations, dates, and times for their planned criminal activity, have committed acts of looting and vandalism resulting in both actual economic harm for targeted businesses, and pecuniary loss to cities who used resources to prevent such acts from occurring when such plans are discovered.

For example, just days after the Lakewood Mall had been looted, the City of Cerritos uncovered online communications via social media that persons were planning to target the nearby Cerritos Mall. Consequently, the city felt compelled to undertake measures to protect the Cerritos Mall, costing the city thousands of dollars to guard against what officials believed to be a credible threat.

Staff Comments:

Overview:

While there is certainly an argument to substantiate concerns around censorship, the use of social media as a tool for organizing violence is equally disturbing.

Throughout much of the 2020 Summer, there have been many reports of looting happening across the country during what were otherwise mostly peaceful demonstrations. Combined with the speculation of who is really behind the looting and why, the mayhem has usurped the message of peaceful protestors, causing a great deal of property damage in the process. Likewise, these criminal actions have upended the livelihood of some small business owners, many of whom were already reeling in the wake of the COVID-19 pandemic.

While social media allows people to connect in real time with others all over the world, organized illegal activity using social media is made easier by the anonymous nature of virtual interactions.

Nation’s Reaction to the Murder of George Floyd:

Shortly after the senseless killing of George Floyd by law enforcement on May 26, 2020, civil unrest began as local protests in the Minneapolis–Saint Paul metropolitan area of Minnesota before quickly spreading nationwide to more than 2,000 cities and towns across the United States, and in approximately 60 countries in support of the Black Lives Matter movement. Protests unfolded across the country throughout the entire month of June and into July, and persisted in a handful of cities such as Portland and Seattle into the month of August.

Although the majority of protests were peaceful, some demonstrations in cities escalated into riots, looting, and street skirmishes with police. While much of the nation’s focus has been on addressing police misconduct, police brutality, and systemic racism, some have used demonstrators’ peaceful protests on these topics as opportunities to loot and/or vandalize businesses, almost exclusively under the guise of the “Black Lives Matter” movement. It has been uncovered that these “flash robs”¹ were coordinated through the use of social media. The spontaneity and speed of the attacks enabled by social media make it challenging for the police to stop these criminal events as they are occurring, let alone prevent them from commencing altogether.

As these events started occurring across the country, investigators quickly began combing through Facebook, Twitter, and Instagram seeking to identify potentially violent extremists, looters, and vandals and finding ways to charge them after — and in some cases before — they sow chaos. While this technique has alarmed civil liberties advocates, who argue the strategy could negatively impact online speech, law enforcement officials claim it aligns with investigation strategies employed in the past.

Section 230 and other Constitutional Concerns

At its core, Section 230(c)(1) of the CDA provides immunity from liability for providers and users of an “interactive computer service” who publish information provided by third-party users. Essentially, this protects websites from lawsuits if a user posts something illegal, although there are exceptions for copyright violations, sex work-related material, and violations of federal criminal law.

Protections from Section 230 have come under more recent scrutiny on issues related to hate speech and ideological biases in relation to the influence technology companies can hold on political discussions.

Setting aside Section 230, there are some potential constitutional issues one could raise, should there be an attempt to implement such a resolution into statute.

¹ The “flash robs” phenomenon—where social media is used to organize groups of teens and young adults to quickly ransack and loot various retail stores—began to occur sporadically throughout the United States over the past ten years.

In the United States, the First Amendment prohibits the government from restricting most forms of speech, which would include many proposals to force tech companies to moderate content. While “illegal” types of speech enjoy limited or no First Amendment protection, the line for delineating between “legal” and “illegal” speech is very difficult to determine. Consequently, one would expect online platforms to push back on whether there is a constitutionally feasible way for them to “identify” protected speech versus unprotected speech, or whether there is a feasible way to define “content which solicits criminal activity.” A law requiring companies to moderate content based on the political viewpoint it expresses, for example, would likely be struck down as unconstitutional.

Nonetheless, private companies can create rules to restrict speech if they so choose. Online platforms sometimes argue they have constitutionally-protected First Amendment rights in their “editorial activity,” and therefore, it violates their constitutional rights to require them to monitor (i.e., “identify and take down”) content that may be protected under the First Amendment. They may also argue, along the same lines, that the government may not condition the granting of a privilege (i.e., immunity) on doing things that amount to a violation of their first amendment rights. This is why Facebook and Twitter ban hate speech and other verifiably false information, for example, even though such speech is permitted under the First Amendment.

With respect to privacy and the Fourth Amendment, online platforms may argue that requiring them to “provide to law enforcement information that will assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity,” turns them into government actors that search users’ accounts without a warrant based on probable cause, in violation of the Fourth Amendment.

Industry Perspective

Unsurprisingly, industry stakeholders have strong opinions for what such changes could mean for their respective business models.

For instance, a Facebook spokesperson recently noted in a Fortune article that, “By exposing companies to potential liability for everything that billions of people around the world say, this would penalize companies that choose to allow controversial speech and encourage platforms to censor anything that might offend anyone.”

The article acknowledges that in recent years, both political parties have put social media companies under increased scrutiny, but they are not unified in their stated concerns. While Republicans accuse the companies of unfairly censoring their post, Democrats complain that these companies fail to do enough to block misinformation, violent content, and hate speech.

The article concludes that there is no way companies like Facebook and Twitter could operate without Section 230, and that the removal of this section would thereby “eliminate social media as we know it.”

Recent Federal Action on Social Media

The President recently issued an *Executive Order on Preventing Online Censorship*. In it, he notes the following:

“The growth of online platforms in recent years raises important questions about applying the ideals of the First Amendment to modern communications technology. Today, many Americans follow the news, stay in touch with friends and family, and share their views on current events through social media and other online platforms. As a result, these platforms function in many ways as a 21st century equivalent of the public square.

Twitter, Facebook, Instagram, and YouTube wield immense, if not unprecedented, power to shape the interpretation of public events; to censor, delete, or disappear information; and to control what people see or do not see.”

Ultimately the President implores the U.S. Attorney General to develop a proposal for federal legislation that “would be useful to promote the policy objectives of this order.” The President is not subtle in communicating his desire to ultimately see legislation heavily slanted toward the preservation of free speech on social media, which some interpret as a maneuver to preempt Twitter and Facebook from regulating speech they otherwise deem as hateful or demonstrably false.

Considerations for Congress

Courts have generally construed Section 230 to grant internet service providers broad immunity for hosting others’ content. Many have claimed that Section 230’s immunity provisions were critical to the development of the modern internet, and some continue to defend Section 230’s broad scope. But simultaneously, a variety of commentators and legislators have questioned whether those immunity provisions should now be narrowed, given that the internet looks much different today than it did in 1996 when Section 230 was first enacted.

One way for Congress to narrow Section 230’s liability shield would be to create additional exceptions, as it did with FOSTA and SESTA². If a lawsuit does not fall into one of the express exceptions contained in Section 230(e)³, courts may have to engage in a highly fact-specific inquiry to determine whether Section 230 immunity applies: Section 230(c)(1) immunity will be inapplicable if the provider itself has developed or helped to develop the disputed content, while Section 230(c)(2) immunity may not apply if a service provider’s decision to restrict access to content was not made in good faith.

Date Storage and Usage Considerations for Cities

Section 2 of the conditions the resolution applies to civil immunity requires that online platforms provide relevant information to law enforcement to assist in the identification and apprehension of persons who use the services of the platform to solicit and to engage in criminal activity. This section would most likely require the development of new procedures and protocols that govern law enforcements usage and retention of such information. Those new policies and procedures would undoubtedly raise privacy concerns depending on how wide the latitude is for law

² The Fight Online Sex Trafficking Act (FOSTA) and the Stop Enabling Sex Traffickers Act (SESTA) create an exception to Section 230 that means website publishers *would* be responsible if third parties are found to be posting ads for prostitution — including consensual sex work — on their platforms.

³ Section 230(e) says that Section 230 will not apply to: (1) federal criminal laws; (2) intellectual property laws; (3) any state law that is “consistent with” Section 230; (4) the Electronic Communications Privacy Act of 1986; and (5) civil actions or state prosecutions where the underlying conduct violates federal law prohibiting sex trafficking.

enforcement to request such information. In those circumstances cities could end up themselves incurring new liability for the governance of data that could either violate certain privacy rules or increase their data governance costs.

Fiscal Impact:

Unlike the costly resources needed to support or oppose a ballot measure, a federal resolution from the League of California Cities that simply urges Congress to undertake certain action should have a negligible fiscal impact, if any monetary impact at all.

Regarding cities, if social media had no immunity for its failure to police content that solicits criminal activity, then an individual city could theoretically save thousands if not millions of dollars, depending on its size and other subjective circumstances. Collectively, cities across the country could potentially save at least hundreds of millions between redress for actual economic harm suffered and/or the cost of preventative measures taken to stop criminal activity from occurring in the first place.

Conversely, if social media platforms were to shut down, due to an inability to comply with a policy requirement to regulate speech on the internet, it is unclear on how cities might be impacted from a fiscal standpoint.

Existing League Policy:

Public Safety:

Law Enforcement

The League supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Violence

The League supports the reduction of violence through strategies that address gang violence, domestic violence, and youth access to tools of violence, including but not limited to firearms, knives, etc.

The League supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Governance, Transparency & Labor Relations:

Private Sector Liability

The League will work closely with private sector representatives to evaluate the potential for League support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through the League police process.

Questions to Consider:

Many cities obviously believe that creating civil liability for social media platforms—due to their role in providing the communication mediums for those who organize looting attacks— is key to deterring this organized criminal activity.

If such a change was actually passed by Congress, it would force social media to essentially police every conversation on stakeholders' respective platforms, putting immense pressure on the industry to make subjective determinations about what conversations are appropriate and what are unacceptable.

At the end of the day, there are a few questions to consider in assessing this proposed resolution:

- 1) *What would this resolution's impact be on free speech and government censorship?*
- 2) *What are the expectations for cities when they receive information from a social media platform about a potentially credible threat in their respective communities? Does a city become liable for having information from a social media platform and the threat occurs?*
- 3) *What would the costs be to develop and maintain new data governance policies, including data infrastructure, to store this information?*
- 4) *What is the role of the League in engaging in issues relating to someone's privacy?*

Support:

The following letters of concurrence were received:

City of Hawaiian Gardens

City of Lakewood

City of Ontario

City of Rancho Cucamonga

City of Roseville

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Section 230 of the Communications
Decency Act of 1996



CITY OF HAWAIIAN GARDENS

"Our Youth - Our Future"

August 7, 2020

John Dunbar, President
jdunbar@yville.com
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

This proposed resolution with the required background information will be submitted to the League of California Cities for consideration by the General Assembly at the Annual Conference on October 9, 2020. (Attachments 1 and 2) The intent of the resolution is to address the use of social medial platforms for posting information that leads followers to meet and commit crimes and to also hold these platforms and the persons who post said information civilly and criminally accountable for all costs incurred by the local jurisdictions where the crimes occurred.

The public safety efforts in the City of Hawaiian Gardens would certainly benefit from such legislation. This letter serves to support the City of Cerritos in their efforts to submit of the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Ernie Hernandez
 City Manager

cc Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
 Meg Desmond, League of California Cities - mdesmond@cacities.org
 Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
 Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Attachment: 2020 Resolution Packet - League of CA Cities Annual Conference (Resolutions to be Considered at the League's Annual

Jeff Wood
Vice Mayor

Ariel Pe
Council Member

Steve Craft
Council Member

Diane DuBois
Council Member



Todd Rogers
Mayor

August 5, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Todd Rogers
Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us

Lakewood

CITY OF



ONTARIO

303 EAST "B" STREET, CIVIC CENTER ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000

FAX (909) 395-2070

PAUL S. LEON
MAYORDEBRA DORST-PORADA
MAYOR PRO TEMALAN D. WAPNER
JIM W. BOWMAN
RUBEN VALENCIA
COUNCIL MEMBERS

August 6, 2020

SCOTT OCHOA
CITY MANAGERSHEILA MAUTZ
CITY CLERKJAMES R. MILHISER
TREASURER

John Dunbar, President
jdunbar@yville.com
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

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On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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This letter serves to support the City of Cerritos in their efforts to submit the above-mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

Alan D. Wapner
 Council Member
 League of California Cities Board Member

c: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
 Meg Desmond, League of California Cities - mdesmond@cacities.org
 Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
 Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive | Rancho Cucamonga, CA 91730 | 909.477.2700 | www.CityofRC.us

August 6, 2020

John Dunbar, President
jdunbar@yville.com
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Rancho Cucamonga, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

L. Dennis Michael
 Mayor

cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
 Meg Desmond, League of California Cities - mdesmond@cacities.org
 Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
 Kathy Matsumoto, Assistant City Manager, City of Cerritos – kmatsumoto@cerritos.us



City Council
311 Vernon Street
Roseville, California 95678

August 7, 2020

John Dunbar, President
jdunbar@yville.com
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Dunbar:

On August 3, 2020, the Cerritos City Council approved to sponsor a **Resolution of the City Council of the City of Cerritos Submitting to the League of California Cities General Assembly a Proposed Resolution Regarding Support of Legislation Related to Social Media Platform Accountability for Promotion of Criminal Acts.**

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On behalf of the City of Roseville, this letter serves to support the City of Cerritos in their efforts to submit the above mentioned resolution to the League of California Cities for consideration at the 2020 Annual Conference.

Sincerely,

John B. Allard II,
Mayor

Cc: Blanca Pacheco, President, LA County Division/League of California Cities - bpacheco@downeyca.org
Meg Desmond, League of California Cities - mdesmond@cacities.org
Kristine Guerrero, LA County Division/League of California Cities - kguerrero@cacities.org
Kathy Matsumoto, Assistant City Manager, City of Cerritos - kmatsumoto@cerritos.us
Jason Gonsalves, Joe A. Gonsalves and Son



CITY OF ARVIN
Staff Report

Meeting Date: September 8, 2020

TO:	City Council
FROM:	Jeff Jones, Finance Director Jerry Breckinridge, City Manager
SUBJECT:	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ESTABLISHING THE ALLOWABLE EXPENDITURES FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS TO ADDRESS THE PUBLIC HEALTH AND PUBLIC SAFETY IMPACTS OF COVID-19.

BACKGROUND:

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law. This legislation authorizes more than \$2 trillion to battle COVID-19 and its economic effects, including immediate cash relief for individual citizens, loan programs for small business, support for hospitals, schools, and other medical providers, and various types of economic relief for impacted businesses and industries.

The CARES Act also established a new \$150 billion Coronavirus Relief Fund (CRF) for state, county and municipal governments with populations of over 500,000 to address necessary expenditures incurred due to the COVID-19 public health emergency. The US. Treasury is overseeing and administering CRF payments to state and local governments. If a state or eligible unit of local government does not spend all CRF payments that are allocated by December 30, 2020, the US. Treasury will recoup these funds.

Payments from the CRF may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19),
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state, county or municipal budget,
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

At Council meetings held on June 9,2020 and on July 14,2020, approval was provided to accept

grants from Kern County (\$741,171) and the State of California (\$267,649) in CARES Act grants via the Federal Government.

The City of Arvin can use the reimbursement grant funds for Eligible CRF Program Components, such as out-of-pocket costs related to Covid-19 and the related public health precautions, including:

1. Personal protective equipment (PPE)
2. Telecommuting
3. Sanitizing
4. Public health order enforcement
5. Eligible payroll expenses
6. Other

Originally, the City planned to use this funding for to reimburse payroll expenses of employees who services were substantially dedicated to mitigating or responding to Covid-19, PPE costs, telecommuting improvements (upgrade council chambers) and projects to help with the sanitation of City facilities (touchless faucets, automatic doors, sneeze shields, and hand sanitizer dispensers). However further guidance from both Kern County and the State of Department of Finance have determined “other” to include funding mortgage and rental assistance payments to City residents and acquiring and providing food distribution services to address the needs of the Arvin community. This resolution clarifies what items the City will spend its CARES act on.

The resolution also determines that given the urgent need to address the impacts of COVID-19 on Arvin residents and to meet the December 30, 2020 deadline for spending CARES Act funds, the City Council finds that it is in the best interest of the City to waive the competitive processes for the acquisition of purchase orders, construction contracts, and professional services agreements procured or awarded to address the impacts of COVID-19 and hereby waives said competitive processes for all such procurements, purchases and contracts

FINANCIAL IMPACT:

No additional financial impact as all expenses will be funded via the CARES act grants.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN ESTABLISHING THE ALLOWABLE EXPENDITURES FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDS TO ADDRESS THE PUBLIC HEALTH AND PUBLIC SAFETY IMPACTS OF COVID-19.

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law authorizing more than \$2 trillion to battle COVID-19 and its economic effects, including immediate cash relief for individual citizens, loan programs for small business, support for hospitals, schools, and other medical providers, and various types of economic relief for impacted businesses and industries;

WHEREAS, the State of California, Department of Finance (Department of Finance) directly allocated \$267,649 in CARES Act Funds to the City of Arvin to address the public health and public safety impacts of COVID-19;

WHEREAS, on May 5, 2020, the Kern County Board of Supervisors approved the Coronavirus Aid, Relief and Economic Security Act (CARES Act) initial utilization plan which included \$20 million to support Kern County cities to respond to the COVID-19 Public Health Emergency with an allocation to the City of Arvin of \$741,171;

WHEREAS, the CARES Act Funds allocated directly by the Department of Finance as well as by and through Kern County's allocation to the City of Arvin totaling \$1,008,820 is hereby referred to as the "City of Arvin CARES Act Program Funds" and shall be spent in accordance with this Resolution;

WHEREAS, City of Arvin CARES Act Funds may only be used for unbudgeted costs incurred by the City between March 1, 2020 and December 30, 2020;

WHEREAS, the City has provided the Department of Finance with the required certification concerning the appropriate use of the funds and adherence to federal guidance, the state's stay-at-home requirements and other applicable health requirements and,

WHEREAS, in light of the short timeline requiring all funds to be spent by December 30, 2020, the City Council wishes to establish the authorized uses of the City of Arvin CARES Act Program Funds pursuant to this Resolution.

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

1. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.
2. The City Council has accepted the CARES Act funds awarded by the State of California,

Department of Finance directly and through Kern County and, as such, it is now appropriate to establish the allowable expenditures for said City of Arvin CARES Act Program Funds.

3. Authorized expenditures of City of Arvin CARES Act Program Funds shall include, but not be limited to, funding mortgage and rental assistance payments to City residents and acquiring and providing food distribution services to address the needs of the Arvin community as well as any unanticipated emergency spending deemed appropriate by the City Council to protect City residents and prevent further spread of the virus.
4. Given the urgent need to address the impacts of COVID-19 on Arvin residents and to meet the December 30, 2020 deadline for spending CARES Act funds, the City Council finds that it is in the best interest of the City to waive the competitive processes for the acquisition of purchase orders, construction contracts, and professional services agreements procured or awarded to address the impacts of COVID-19 and hereby waives said competitive processes for all such procurements, purchases and contracts.
5. 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 8th day of September, 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.

City of Arvin - General Fund Revenue Analysis

Fiscal Year 2019-20 as of 06/30/20. % of year =100

Report updated 08/31/20. dollars in thousands (\$000)

preliminary results

Category	Budget	YTD	Budget %
Administrative Cost Recovery	278	252	90.6%
Business License etc.	53	46	86.8%
Franchise Fees	427	442	103.5%
Planning Department Fees	403	423	105.0%
Police Department Fees	58	34	58.6%
Property Tax Fees	274	275	100.4%
Rental of Facilities	59	45	76.3%
Sales Tax - General	900	841	93.4%
Sales Tax - Measure L	1,863	1,826	98.0%
Vehicle License Fees/taxes	2,038	2,048	100.5%
One-Time Revenue	62	62	100.0%
Total General Fund Revenue	6,415	6,294	98.1%

City of Arvin - General Fund Expense Analysis

Fiscal Year 2019-20 as of 06/30/20. % of year = 100

Report updated 08/31/20. dollars in thousands (\$000)

preliminary results

Category	Budget	YTD	Budget %
Salaries and Benefits	4,177	3,722	89.1%
Kern County Fire Contract	624	624	100.0%
General City Expenses	396	382	96.5%
Professional Service Contracts	228	296	129.8%
Maintenance	169	240	142.0%
Legal	416	384	92.3%
Miscellaneous	(40)	(4)	10.0%
Information Technology	211	262	124.2%
Utilities	234	230	98.3%
Total General Fund Expenses	6,415	6,136	95.7%

COVID-19 SUPPORT
03/02/2020 through 09/03/2020

Type (Multiple Items)

Category	Date	Vendor	Description 2	Data	
				Sum of Debit	Sum of Credit
PPE / SANITIZE	04/13/2020	ELITE 911 INDUSTRIES	HAND SANITIZER 6 GLS - COVID19	121.83	-
	05/21/2020	BANK OF AMERICA - CC	AMAZON MKTP- HAND SANITIZER, GEL, AND PUMP	160.50	-
	06/10/2020	HOME DEPOT PRO INSTITUTIONAL	CLOROX 4in1 - HAND SANITIZER	187.06	-
		MOBILE AG & INDUSTRIAL SUPPLY	6 BXS N95 PARTICULATE RESP	110.42	-
	06/26/2020	STAPLES BUSINESS ADVANTAGE	COVID SUPPLIES LYSOL WIPES	5.83	-
	07/02/2020	MI SUN KIL DBA ECO BEAR	SANITIZE COUNCIL CHAMBER & PW YARD RROOMS	5,000.00	-
	07/09/2020	MI SUN KIL DBA ECO BEAR	DISINFECT TRANSIT DEPT + VEH	2,875.00	-
	07/21/2020	BANK OF AMERICA - CC	AMAZON - REFUND NOT RECEIVED HAND SANITIZER, GEL, AND PUMP	-	(160.50)
	07/22/2020	MI SUN KIL DBA ECO BEAR	DISINFECT TRANSIT DEPT + 1 BUS	1,332.50	-
	07/28/2020	HOME DEPOT PRO INSTITUTIONAL	COA COVID CLEANING SUPPLIES	229.34	-
	08/03/2020	HOME DEPOT PRO INSTITUTIONAL	COA COVID CLEANING SUPPLIES	2,190.37	-
	08/05/2020	MOBILE AG & INDUSTRIAL SUPPLY	COVID19 PPE	200.26	-
	08/20/2020	BANK OF AMERICA - CC	AMAZON- 10 NON-CONTACT FOREHEAD THERMOMETERS	636.00	-
PPE / SANITIZE Total				13,049.11	(160.50)
LAPTOPS	06/10/2020	DIAMOND TECHNOLOGIES, INC	13 DELL LAPTOPS COVID19 REMOTE	17,551.78	-
	07/21/2020	BANK OF AMERICA - CC	AMAZON- LAPTOP SLEEVES- COVID	280.19	-
			COSTCO - SURFACE PRO COMPUTER- COVID	6,494.97	-
			LENOVO- THINKPAD MOB WORKSTATION- COVID	2,031.35	-
			LENOVO- THINKPAD WORKSTATION DOCK- COVID	378.37	-
LAPTOPS Total				26,736.66	-
OTHER DISTANCING REMOTE WORK	04/16/2020	BANK OF AMERICA - CC	LOGMEIN*GOTOMEETING- ANNUAL FEE + 1 MNTH	197.00	-
			LOGMEIN*GOTOMEETING- FEE TO ADD CITY MNGR & P.GILL	395.06	-
	05/21/2020	BANK OF AMERICA - CC	LOGMEIN*GOTOMEETING- MEETING FEES	15.00	-
	05/31/2020	DIAMOND TECHNOLOGIES, INC	REMOTE COMPUTER ACCESS	160.00	-
	06/10/2020	BANK OF AMERICA - CC	AMAZON - LOGITECH CAMERAS FOR VIRTUAL MEETINGS	2,694.49	-
			AMAZON - WEBCAMS FOR CH AND M&I	184.00	-
			LOGMEIN*GOTOMEETING- MEETING FEES	15.00	-
	06/30/2020	DIAMOND TECHNOLOGIES, INC	REMOTE COMPUTER ACCESS JUN2020	160.00	-
	07/21/2020	BANK OF AMERICA - CC	LOGMEIN*GOTOMEETING- MEETING FEES	15.00	-
	07/22/2020	AT&T MOBILITY	CELL PHONE FOR BLDG DEPT	96.86	-
			CELL PHONE FOR CITY HALL	95.49	-
	07/31/2020	DIAMOND IT PREPAID USE 28-397	OFFICE 365 CUTOVER PROJ	1,522.86	-
		DIAMOND TECHNOLOGIES, INC	MANAGE OFFICE 365 JUL2020	1,546.91	-
	08/20/2020	BANK OF AMERICA - CC	LOGMEIN GO TO MEETING- MONTHLY FEE- COVID	15.00	-
OTHER DISTANCING REMOTE WORK Total				7,112.67	-
TRAILER	06/12/2020	DIAMOND TECHNOLOGIES, INC	QUOTE 005313- TRAILER CAMERAS	2,533.46	-
	06/19/2020	HEREDIA CABLING SOLUTIONS, INC	CABLING FOR TRAILER COVID19	6,091.35	-
	06/25/2020	A-C ELECTRIC COMPANY	TRAILER ELECTRICAL SVC COVID19	4,470.00	-
	06/30/2020	DIAMOND IT PREPAID USE 28-397	CABLE TRAILER PROJECT - COVID	1,435.84	-
			TRAILER CAMERA PROJ - COVID	1,175.89	-
	07/31/2020	DIAMOND IT PREPAID USE 28-397	TRAILER CAMERAS PROJ COMPLETE	657.12	-
	08/02/2020	LOWE'S	8FT PLUG FOR FINANCE TRAILER	9.23	-
TRAILER Total				16,372.89	-
COMM DEV REMODEL	07/01/2020	A-C ELECTRIC COMPANY	PREP CABINETS BLDG DEPT FOR COVID PROTECTION	276.70	-
		PAUL/ELTON//	BLDG DEPT COUNTER PREP COVID PLEXIGLASS	2,000.00	-
	07/21/2020	BANK OF AMERICA - CC	STINSON'S- OFFICE FURNITURE- COVID	1,088.14	-
	08/04/2020	PAUL/ELTON//	BLDG DEPT COUNTER PREP COVID PLEXIGLASS	3,300.00	-
COMM DEV REMODEL Total				6,664.84	-

MASK GIVE-A-WAY	05/29/2020	GLOBALGEEKS	PURCHASE 10,000 MASKS FOR VISI ORDER #1	3,788.75	-
	06/24/2020	GLOBALGEEKS	PURCHASE 10,000 MASKS FOR CITY ORDER # 2	3,788.75	-
	07/03/2020	GLOBALGEEKS	PURCHASE 10,000 MASKS FOR CITY ORDER # 3	3,800.00	-
	07/30/2020	GLOBALGEEKS	PURCHASE 10,000 MASKS FOR CITY ORDER # 4	3,800.00	-
	08/20/2020	BANK OF AMERICA - CC	VALLARTA- BAGS FOR MASK DIST COVID	15.54	-
MASK GIVE-A-WAY Total				15,193.04	-
OTHER PUBLIC NOTICE	06/01/2020	HALL LETTER SHOP, INC.	REVISION TO COVID19 FLYERS	294.94	-
	06/03/2020	GARCIA/ALEJANDRO//	10 "A" SIGNS W/ COVID MESSAGE	1,464.75	-
	06/15/2020	HALL LETTER SHOP, INC.	200 COVID19 POSTERS 11 X 17	157.44	-
	06/30/2020	BAKERSFIELD CALIFORNIAN 1ARV05	ADOPT ORD 2020-467 UNCODIFIED COVID	1,425.00	-
			EMERG ORD 2020-468 COVID	628.28	-
	07/21/2020	BANK OF AMERICA - CC	FACEBOOK- COVID ADDS	81.14	-
	08/20/2020	BANK OF AMERICA - CC	HALL LETTER SHOP- COVID 19 TESTING- FLYERS	2,444.46	-
FACEBOOK- COVID ADDS			18.86	-	
OTHER PUBLIC NOTICE Total				6,514.87	-
OTHER TESTING	07/28/2020	MORFIN/JONATHAN//	COVID 19 TEST ARC POINT LABS	125.00	-
OTHER TESTING Total				125.00	-
STAFF SALARY AND BENEFITS	03/01/20 - 09/03/20	CITY OF ARVIN	STAFF SALARY AND BENEFITS	100,560.19	-
STAFF SALARY AND BENEFITS Total				100,560.19	-
Grand Total				192,329.27	(160.50)