



**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 OCTOBER 13, 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, October 12, 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 SEPTEMBER 22, 2020. (City Attorney)

4. PRESENTATION(S)

- A. Bakersfield-Kern Regional Homeless Collaborative
Anna Laven, Ed.D., Executive Director

5. CITY COUNCIL / SUCCESSOR AGENCY CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of September 19, 2020 – October 08, 2020.
- B. Approval of Payroll Register(s) of October 02, 2020.
- C. Approval of the Minutes of the Regular Meeting(s) of September 22, 2020.
- D. Approval of A Resolution of the City Council of the City of Arvin Authorizing the City Manager to Apply for Mills-Alquist-Deddeh (TDA) Act Funds.
- E. Approval of A Resolution of the City Council of the City of Arvin Authorizing the Submittal of A Grant Application to the State of California, Department of Housing and Community Development (HCD) Permanent Local Housing Allocation (PLHA) Program; and Authorizing Related Actions.
- F. Approval of A Resolution of the City Council of the City of Arvin Regarding the Preparing of the 2021 Local Appointments List and Posting of the Same.
- G. Approval of A Resolution of the City Council of the City of Arvin to Approve Amendment Number One to A Grant Agreement with the County of Kern for Reimbursement of Out-of-Pocket Costs Related to COVID-19 Public Health Response (CARES Act).
- H. Approval of A Resolution of the City Council of the City of Arvin Approving An Agreement with County of Kern to Complete Regional Surface Transportation Program (RSTP) Project for Franklin Street.

- I. Approval of A Resolution of the Board of Directors of the Successor Agency to the Dissolved Arvin Community Redevelopment Agency, to Approve A Subordination Agreement with Rafael Nunez and Juan Luis Nunez to Allow for Re-Financing of A Residence at 100 Gonzales Street, Arvin, Ca.
- J. Approval of A Joint Resolution of the City Council of the City of Arvin and the Board of Directors of the Successor Agency to the Dissolved Arvin Community Redevelopment Agency Approving a Covenant Regarding Development Requirements with Vanguard Property Holdings, LLC. (Jewett Square and north-east corner of Walnut Street and Bear Mountain Blvd.).
- K. Approval of Support Services Agreement between City of Arvin and PlanetBids, Inc. for Online Bid Support Services.

Staff recommends approval of the Consent Agenda.

Motion _____ Second _____ Vote _____

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

6. ACTION ITEM(S)

- A. Consideration and Approval of A Resolution of the City Council of the City of Arvin Approving A Memorandum of Understanding between the County of Kern and the City of Arvin Regarding Transfer of Tax Revenues Upon Annexation. (Finance Director)

Staff recommends approval of the Resolution Approving the Memorandum of Understanding between the County of Kern and the City of Arvin.

Motion _____ Second _____ Vote _____

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

- B. Consideration and Approval of A Resolution of the City Council of the City of Arvin Approving Agreements with Serban Sound, Granicus, and Diamond IT for Installation and Support of a Video System in the City Council Chambers and Related Items. (Finance Director)

Staff recommends approval that the City adopt the recommendation of the committee and authorize the City Manager to (1) execute an agreement with Serban Sound and Communications in an amount not to exceed \$157,076.90, (2) execute an agreement with Granicus in the amount of not to exceed \$10,940.00 for installation services, (3) authorize the City Manager to sign a five year services contract with Granicus in an amount not exceed \$140,370.00, and (4) execute an agreement with Diamond IT in an amount not to exceed \$7,991.93.

Motion _____ Second _____ Vote _____

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

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

Staff recommends to discuss and take action as appropriate.

Motion _____ Second _____ Vote _____

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

7. STAFF REPORTS

8. COUNCIL MEMBER COMMENTS

9. CLOSED SESSION ITEM(S)

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

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

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

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

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

C. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

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

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

10. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 72 hours prior to the meeting. Dated October 08, 2020.



Cecilia Vela, City Clerk

Edit List of Invoices - Detail w/GL

Date: 09/23/2020

Time: 9:50 am

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discoun
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51842	AIRCO BAKERSFIELD	08/31/2020	BOFA	BACK PD A/C COMPRESSOR REF	
49-035	PO BOX 2807	09/22/2020	N	LABOR AND REFRIGERANT ONLY	1,595.00
	BAKERSFIELD	08/31/2020	N	N	0.00
	CA 93303	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	90199		1,595.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5008	MAINTENANCE - OTHER		1,595.00	0.00
Distribution Total			1,595.00	0.00

Vendor Total: 1,595.00

51841	ALESHIRE & WYNDER, LLP	08/31/2020	BOFA	LEGAL SERVICES AUG2020	
28-209	18881 VON KARMAN AVE, STE 17	09/22/2020	N		21,425.00
	IRVINE	08/31/2020	N	N	0.00
	CA 92612	08/31/2020	0.00	Y	0
	<Emailing Stub Disabled>	08/31/2020	LEGAL SERVICES AUG202		21,425.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5018	LEGAL EXPENSE - GENERAL	GEN LEGAL	6,376.00	0.00
319-001-5018	LEGAL EXPENSE - GENERAL	COVID-19	1,382.50	0.00
100-007-5018	LEGAL EXPENSE - GENERAL	CD LEGAL	5,521.00	0.00
100-014-5018	LEGAL EXPENSE - GENERAL	PD	3,457.50	0.00
400-023-5018	LEGAL EXPENSE - GENERAL	TRANSIT	573.50	0.00
420-016-5018	LEGAL EXPENSE - GENERAL	SEWER	2,193.50	0.00
450-070-5042	LEGAL EXPENSES - SPECIAL	SUCCESSOR AGENCY	348.50	0.00
408-074-5018	LEGAL EXPENSE - GENERAL	FTA LO-NO	1,572.50	0.00
Distribution Total			21,425.00	0.00

Vendor Total: 21,425.00

51845	COPWARE	09/01/2020	BOFA	CA. PEACE OFFICERS-LEGAL SO	
03-586	3355 COCHRAN STREET STE. 20	09/22/2020	N	SITE LIC FOR 1-25 NOV20-OCT21	615.00
	SIMI VALLEY	09/01/2020	N	N	0.00
	CA 93063	09/01/2020	0.00	N	0
	<Emailing Stub Disabled>	09/01/2020	85261		615.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5054	CONTRACT SERVICES		615.00	0.00
Distribution Total			615.00	0.00

Vendor Total: 615.00

51850	FEDEX	09/18/2020	BOFA	SVC 08.21.20 - 09.17.20	
06-012	P.O. BOX 7221	09/23/2020	N		508.86
	PASADENA	09/18/2020	N	N	0.00
	CA 91109-7321	09/18/2020	0.00	N	0
	<Emailing Stub Disabled>	09/18/2020	7-126-24081		508.86

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5026	POSTAGE		46.03	0.00
100-007-5026	POSTAGE		462.83	0.00
Distribution Total			508.86	0.00

Vendor Total: 508.86

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

Edit List of Invoices - Detail w/GL

5.A.1

Date: 09/23/2020

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51846	GOLDEN EMPIRE FLEET SERVICE	08/31/2020	BOFA	UNIT 207 DIAGNOSE CHK ENG LT	261.14
07-592	P.O. BOX 2192	09/22/2020	N		0.00
	BAKERSFIELD	08/31/2020	N	N	0.00
	CA 93303-2192	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	61297		261.14

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5012	MAINTENANCE - VEHICLE		261.14	0.00
Distribution Total			261.14	0.00

Vendor Total: 261.14

51848	GRANICUS	08/28/2020	BOFA	IQM2 AGENDA & MINUTES	
07-703	DEPT CH-BOX 19634	09/22/2020	N	08.28.20 - 09.27.20	561.00
	PALATINE	08/28/2020	N	N	0.00
	IL 60055-9634	08/28/2020	0.00	N	0
	<Emailing Stub Disabled>	08/28/2020	130362		561.00

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

Vendor Total: 561.00

51844	MOUNTAINSIDE DISPOSAL	09/10/2020	BOFA	BIN RENT 4YD FL SVC AUG2020	
13-585	8665 SO. UNION AVE	09/22/2020	N		66.94
	BAKERSFIELD	09/10/2020	Y	N	0.00
	CA 93307	09/10/2020	0.00	N	0
	<Emailing Stub Disabled>	09/10/2020	594960		66.94

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: 66.94

51849	PG & E	09/15/2020	BOFA	ELEC SVC 08.14.20 - 09.15.20	
16-004	BOX 997300	09/22/2020	N		14,770.71
	SACRAMENTO	09/15/2020	N	N	0.00
	CA 95899-7300	09/15/2020	0.00	N	0
	<Emailing Stub Disabled>	09/15/2020	ELEC SVC 08.14.20 - 09.15.		14,770.71

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5060	UTILITIES EXPENSE		52.09	0.00
100-014-5060	UTILITIES EXPENSE		2,861.86	0.00
100-001-5060	UTILITIES EXPENSE		1,474.29	0.00
100-014-5060	UTILITIES EXPENSE		122.73	0.00
100-001-5060	UTILITIES EXPENSE		63.23	0.00
100-009-5060	UTILITIES EXPENSE		974.61	0.00
100-012-5060	UTILITIES EXPENSE		597.18	0.00
420-016-5060	UTILITIES EXPENSE		554.83	0.00
100-019-5060	UTILITIES EXPENSE		227.59	0.00
200-020-5060	UTILITIES EXPENSE		3,971.68	0.00
240-025-5060	UTILITIES EXPENSE		3,292.71	0.00
242-027-5060	UTILITIES EXPENSE		438.98	0.00
100-007-5060	UTILITIES EXPENSE		9.86	0.00

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Date: 09/23/2020

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discoun
	Email Address	Inv. Date	Invoice No.		Net Amount
	UTILITIES EXPENSE				19.86
100-005-5060	UTILITIES EXPENSE				109.20
	Distribution Total				14,770.70

Vendor Total: 14,770.70

51840	PUBLIC WORKS COUNTY OF KEF	09/22/2020	BOFA	STSW & MUNI SVC AUG2020	
16-951	PO BOX 845590	09/22/2020	N		859.50
	LOS ANGELES	09/22/2020	N	N	0.00
	CA 90084-5590	09/22/2020	0.00	N	0
	<Emailing Stub Disabled>	09/22/2020	ARVIN 09.08.20		859.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5107	REFUSE COSTS		859.50	0.00
	Distribution Total		859.50	0.00

Vendor Total: 859.50

51847	ROUTEMATCH SOFTWARE, INC	09/01/2020	BOFA	6 VSP DATA PLANS CONTRACT	
28-229	1230 PEACHTREE ST NE	09/22/2020	N	09.12.2019	1,080.00
	ATLANTA	09/01/2020	N	N	0.00
	GA 30309	09/11/2020	0.00	N	0
	<Emailing Stub Disabled>	09/01/2020	44330		1,080.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
400-023-5054	CONTRACT SERVICES		1,080.00	0.00
	Distribution Total		1,080.00	0.00

Vendor Total: 1,080.00

51851	SINTRA GROUP	07/01/2020	BOFA	BKGRND INVEST-DAVIS, WILLIAM	
48-453	970 S. PETIT AVE.	09/23/2020	N	FOR POLICE CHIEF VACANCY	5,381.25
	VENTURA	07/01/2020	N	N	0.00
	CA 93004	07/01/2020	0.00	Y	0
	<Emailing Stub Disabled>	07/01/2020	2020156		5,381.25

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5034	PROFESSIONAL SERVICES		5,381.25	0.00
	Distribution Total		5,381.25	0.00

Vendor Total: 5,381.25

51843	WAGEWORKS, INC.	09/01/2020	BOFA	C2791 MNTHLY COMPLIANCE FEI	
48-505	PO BOX 8363	09/22/2020	N	COBRA AUG2020	79.50
	PASADENA	09/01/2020	N	N	0.00
	CA 91109-8363	09/01/2020	0.00	N	0
	<Emailing Stub Disabled>	09/01/2020	0820-TR39927		79.50

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

Vendor Total: 79.52

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

Edit List of Invoices - Detail w/GL

5.A.1

Date: 09/23/2020

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City of Arvin

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

Gross Amount
Taxes Withheld
Discoun
Net Amount

Total Invoices: 12

Grand Total:	47,203.9
Less Credit Memos:	0.00
Net Total:	47,203.9
Less Hand Check Total:	0.00
Outstanding Invoice Total:	47,203.9

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

Edit List of Invoices - Detail w/GL

Date: 10/01/2020

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City of Arvin

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discoun
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51855	A1 BATTERY	09/08/2020	BOFA	UNIT 276 NEW BATTERY	70.00
28-048	6630 ROSEDALE HWY	10/01/2020	N		0.00
	BAKERSFIELD	09/08/2020	N	N	0.00
	CA 93308	09/08/2020	0.00	N	0
	<Emailing Stub Disabled>	09/08/2020	76593		70.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-014-5012	MAINTENANCE - VEHICLE		70.04	0.00
Distribution Total			70.04	0.00

Vendor Total: 70.00

51856	AT&T	09/01/2020	BOFA	9391059040 08.01.20 - 08.31.20	211.80
26-909	P.O. BOX 9011	10/01/2020	N		0.00
	CAROL STREAM	09/01/2020	N	N	0.00
	IL 60197	09/01/2020	0.00	N	0
	<Emailing Stub Disabled>	09/01/2020	000015262660		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

51857	AT&T	09/01/2020	BOFA	9391060015 08.01.20 - 08.31.20	195.10
26-909	P.O. BOX 9011	10/01/2020	N		0.00
	CAROL STREAM	09/01/2020	N	N	0.00
	IL 60197	09/01/2020	0.00	N	0
	<Emailing Stub Disabled>	09/01/2020	000015262891		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: 406.90

51859	BLUE SHIELD OF CALIFORNIA	09/14/2020	BOFA	MEDICAL 10.01.20 - 10.31.20	17,811.50
02-490	PO BOX 749415	10/01/2020	N		0.00
	LOS ANGELES	09/14/2020	N	N	0.00
	CA 90074-9415	09/14/2020	0.00	N	0
	<Emailing Stub Disabled>	09/14/2020	202580038171		17,811.50

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

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Date: 10/01/2020

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City of Arvin

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

	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
Distribution Total						17,811.57	0.00

Vendor Total: 17,811.57

51858	BROADLUX, INC	09/01/2020		BOFA	O & M SERVICES SEP2020		
	POST OFFICE BOX 7303	10/01/2020		N			252.50
28-414	LAGUNA NIGUEL	09/01/2020		N	N		0.00
	CA 92607	09/01/2020	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/01/2020	BR911732-73				252.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5080	FUEL EXPENSE		252.50	0.00
Distribution Total			252.50	0.00

Vendor Total: 252.50

51860	CALSTART INC	09/10/2020		BOFA	BATTERY ELEC TRNST BUS DEPI		
	48 S. CHESTER AVENUE	10/01/2020		N	JOB4920-001 08.01.20 -08.31.20		3,974.15
03-046	PASADENA	09/10/2020		N	N		0.00
	CA 91106	09/10/2020	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/10/2020	0111621				3,974.15

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
408-074-5034	PROFESSIONAL SERVICES		3,974.15	0.00
Distribution Total			3,974.15	0.00

Vendor Total: 3,974.15

51861	CENTRAL CALIF. ASSOC. PUBLIC	10/02/2020		BOFA	COA UNION DUES 10.02.20		
	SEIU LOCAL 521	10/01/2020		N			697.10
11-150	SAN FRANCISCO	10/02/2020		N	N		0.00
	CA 94139-8826	10/02/2020	0.00	N	0		0.00
	<Emailing Stub Disabled>	10/02/2020	COA UNION DUES 10.02.20				697.10

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-000-0206	UNION DUES PAYABLE		697.10	0.00
Distribution Total			697.10	0.00

Vendor Total: 697.10

51874	CITY OF SHAFTER	09/18/2020		BOFA	REIMBURSE FOR CNTRCT FIRE S		
	336 PACIFIC AVE	10/01/2020		N	REVIEW PARTCPTING CITIES KEI		961.34
03-385	SHAFTER	09/18/2020		N	N		0.00
	CA 93263	09/18/2020	0.00	N	0		0.00
	<Emailing Stub Disabled>	09/18/2020	09182020				961.34

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		961.34	0.00
Distribution Total			961.34	0.00

Vendor Total: 961.34

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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	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51862	CLEAN CUT LANDSCAPE MANAG	08/31/2020	BOFA	MAINT SVC LLMD NO 1 AUG2020	
48-477	8406 N. ARMSTRONG AVE	10/01/2020	N		2,680.00
	CLOVIS	08/31/2020	N	N	0.00
	CA 93619	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	2675		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

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	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51863	CLEAN CUT LANDSCAPE MANAG	08/31/2020	BOFA	MAINT SVC LLMD NO 2 AUG2020	
48-477	8406 N. ARMSTRONG AVE	10/01/2020	N		645.00
	CLOVIS	08/31/2020	N	N	0.00
	CA 93619	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	2676		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

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	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51864	COMMUNICATION ENTERPRISES	09/02/2020	BOFA	LTR 450 DISPATCH M & I	
03-580	2315 "Q" ST	10/01/2020	N	SEP2020	165.00
	BAKERSFIELD	09/02/2020	N	N	0.00
	CA 93301	09/02/2020	0.00	N	0
	<Emailing Stub Disabled>	09/02/2020	1104362		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

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	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51865	COMMUNICATION ENTERPRISES	09/02/2020	BOFA	LTR 450 DISPTCH TRNSIT	
03-580	2315 "Q" ST	10/01/2020	N	SEP2020	135.00
	BAKERSFIELD	09/02/2020	N	N	0.00
	CA 93301	09/02/2020	0.00	N	0
	<Emailing Stub Disabled>	09/02/2020	1104361		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

Vendor Total: 300.00

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	Discour
	Email Address	Inv. Date	Invoice No.		Net Amount
51866	CORELOGIC SOLUTIONS, LLC	08/31/2020	BOFA	KERN CA DATA MAPS AUG2020	
28-169	P.O. BOX 847239	10/01/2020	N		137.50
	DALLAS	08/31/2020	N	N	0.00
	TX 75284-7239	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	82039483		137.50

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

Vendor Total: 137.50

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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
	GUARDIAN	09/22/2020	BOFA	BUNDLE INSURANCE OCT2020	
	P.O. BOX 677458	10/01/2020	N		7,024.99
51867	DALLAS	09/22/2020	N	N	0.00
07-790	TX 75267-7458	09/22/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/22/2020	GROUP ID 00 473727 OCT2		7,024.99

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
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		459.79	0.00
100-000-0229	GUARDIAN DENTAL/VISION		1,530.14	0.00
100-000-0214	POST TAX DEDUCTIONS		977.08	0.00
Distribution Total			7,024.99	0.00

Vendor Total: 7,024.99

	INDEPENDENT FIRE & SAFETY IN	09/07/2020	BOFA	ADOBE CMLPX 5YR FIRE SPRINK	
	P.O. BOX 22723	10/01/2020	N	INSPECTION & MAINT	1,550.00
51868	BAKERSFIELD	09/07/2020	N	N	0.00
09-560	CA 93390	09/07/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	09/07/2020	3995		1,550.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5008	MAINTENANCE - OTHER		1,550.00	0.00
Distribution Total			1,550.00	0.00

	INDEPENDENT FIRE & SAFETY IN	08/27/2020	BOFA	COMM CTR SYSTEM TANK RECH	
	P.O. BOX 22723	10/01/2020	N	HYDRO TESTING	1,215.46
51871	BAKERSFIELD	08/27/2020	N	N	0.00
09-560	CA 93390	08/27/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/27/2020	47315		1,215.46

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-009-5008	MAINTENANCE - OTHER		1,215.46	0.00
Distribution Total			1,215.46	0.00

	INDEPENDENT FIRE & SAFETY IN	08/27/2020	BOFA	SUITE Y KITCHEN SEMI ANNUAL	
	P.O. BOX 22723	10/01/2020	N	REST FIRE SYSTEM SVC	156.50
51872	BAKERSFIELD	08/27/2020	N	N	0.00
09-560	CA 93390	08/27/2020	0.00	N 0	0.00
	<Emailing Stub Disabled>	08/27/2020	47314		156.50

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-002-5008	MAINTENANCE - OTHER		156.50	0.00
Distribution Total			156.50	0.00

Vendor Total: 2,921.99

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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
	KAISER PERMANENTE	09/05/2020	BOFA	MEDICAL OCT2020		
	FILE 5915	10/01/2020	N			23,668.00
51869	LOS ANGELES	09/05/2020	N	N		0.00
28-063	CA 90074-5915	09/05/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/05/2020	BU 690201404 - OCT2020			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: 23,668.00

	KERN RIVER POWER EQUIPMEN	09/09/2020	BOFA	MOWER #4 FUEL FILTER, INLINE		
	108 N. CHESTER AVE.	10/01/2020	N			244.80
51870	BAKERSFIELD	09/09/2020	N	N		0.00
11-320	CA 93308	09/09/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2020	105986			244.80

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-019-5008	MAINTENANCE - OTHER		244.89	0.00
Distribution Total			244.89	0.00

Vendor Total: 244.80

	MI SUN KIL	09/10/2020	BOFA	COVID19 DISINFCT APD BLDG & V		
	3740 ALTA MESA DRIVE	10/01/2020	N			2,500.00
51873	STUDIO CITY	09/10/2020	N	N		0.00
13-382	CA 91604	09/10/2020	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/10/2020	2365			2,500.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
319-014-5179	COVID-19 SUPPORT		2,500.00	0.00
Distribution Total			2,500.00	0.00

Vendor Total: 2,500.00

	TYLER TECHNOLOGIES, INC.	08/19/2020	BOFA	INCODE FIN MGMT -CONV ANALY		
	P.O BOX 203556	10/01/2020	N			130.00
51875	DALLAS	08/19/2020	N	N		0.00
20-810	TX 75320-3556	08/19/2020	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/19/2020	025-307331			130.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		130.00	0.00
Distribution Total			130.00	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discoun
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amount
51876	TYLER TECHNOLOGIES, INC.	08/31/2020	BOFA	INCODE FIN MGMT CHART OF AC	
20-810	P.O BOX 203556	10/01/2020	N	SCHEMA SEGMENTATION	390.00
	DALLAS	08/31/2020	N	N	0.00
	TX 75320-3556	08/31/2020	0.00	N	0
	<Emailing Stub Disabled>	08/31/2020	025-308381		390.00

GL Number	Account Name	Distribution Line Description	Pay Amount	Relieve Amount
100-001-5034	PROFESSIONAL SERVICES		390.00	0.00
Distribution Total			390.00	0.00

Vendor Total: 520.00

51877	VANTAGE POINT TRANSFER AGE	10/02/2020	BOFA	457K 10.02.20	
26-912	C/O M&T BANK	10/01/2020	N		556.00
	BALTIMORE	10/02/2020	N	N	0.00
	MD 21264	10/02/2020	0.00	N	0
	<Emailing Stub Disabled>	10/02/2020	457K 10.02.20		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

Grand Total: 65,372.00

Less Credit Memos: 0.00

Net Total: 65,372.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 65,372.00

Total Invoices: 23

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amour
51884	AMERICAN BUSINESS MACHINES	09/17/2020	BOFA	BASE RATE SVC + OVERAGE	
01-520	P.O BOX 2737	10/06/2020	N	09.15.20 - 12.14.20	859.38
	BAKERSFIELD	09/17/2020	N	N	0.00
	CA 93303-2737	09/17/2020	0.00	N	0
	<Emailing Stub Disabled>	09/17/2020	531406		<u>859.38</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-001-5054	CONTRACT SERVICES	647.60	0.00
400-023-5054	CONTRACT SERVICES	211.78	0.00
Distribution Total		859.38	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amour
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amour
51885	AMERICAN BUSINESS MACHINES	09/16/2020	BOFA	WASTE TONER FOR TRANSIT	
01-520	P.O BOX 2737	10/06/2020	N		16.98
	BAKERSFIELD	09/16/2020	N	N	0.00
	CA 93303-2737	09/16/2020	0.00	N	0
	<Emailing Stub Disabled>	09/16/2020	531126		<u>16.98</u>

GL Number	Account Name	Pay Amount	Relieve Amour
400-023-5054	CONTRACT SERVICES	16.98	0.00
Distribution Total		16.98	0.00

Vendor Total: 876.38

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amour
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amour
51886	OLAN R. ARMSTRONG	09/25/2020	BOFA	OFFICE SUPPLIES- 2 EA - 2TB	
01-722		10/06/2020	N	PORTABLE HARD DRIVES	238.13
		09/25/2020	N	N	0.00
		09/25/2020	0.00	N	0
	<Emailing Stub Disabled>	09/25/2020	092520 O.ARMSTRONG		<u>238.13</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-014-5016	OFFICE SUPPLIES	238.13	0.00
Distribution Total		238.13	0.00

Vendor Total: 238.13

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amour
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date
	Email Address	Inv. Date	Invoice No.		Net Amour
51887	ARVIN COMM SERVICES DIST	09/30/2020	BOFA	SERVICE 08.24.20 - 09.23.20	
01-705	309 CAMPUS DR.	10/06/2020	N		8,060.44
	ARVIN	09/30/2020	N	N	0.00
	CA 93203	09/30/2020	0.00	N	0
	<Emailing Stub Disabled>	09/30/2020	SERVICE 08.24.20 - 09.23.20		<u>8,060.44</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-002-5060	UTILITIES EXPENSE	541.76	0.00
100-001-5060	UTILITIES EXPENSE	174.98	0.00
100-014-5060	UTILITIES EXPENSE	174.97	0.00
100-007-5060	UTILITIES EXPENSE	93.72	0.00
400-023-5060	UTILITIES EXPENSE	167.17	0.00
100-009-5060	UTILITIES EXPENSE	362.53	0.00
100-012-5060	UTILITIES EXPENSE	3,902.73	0.00
100-019-5060	UTILITIES EXPENSE	160.13	0.00
200-020-5060	UTILITIES EXPENSE	821.77	0.00
240-025-5060	UTILITIES EXPENSE	1,464.27	0.00
242-027-5060	UTILITIES EXPENSE	104.54	0.00
420-016-5060	UTILITIES EXPENSE	61.24	0.00
450-070-5060	UTILITIES EXPENSE	30.62	0.00
Distribution Total		8,060.43	0.00

Vendor Total: 8,060.44

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amour
	Email Address	Inv. Date	Invoice No.		
51888	CINTAS	09/30/2020	BOFA	MATS LINENS UNIFORMS SEP2020	803.00
50-006	PO BOX 29059	10/06/2020	N		0.00
	PHOENIX	09/30/2020	N	N	0.00
	AZ 85038-9059	09/30/2020	0.00	N	0.00
	<Emailing Stub Disabled>	09/30/2020		MATS LINENS UNIFORMS SEF	803.00

GL Number	Account Name	Pay Amount	Relieve Amour
400-023-5008	MAINTENANCE - OTHER	179.50	0.00
400-023-5023	UNIFORMS	87.00	0.00
100-001-5008	MAINTENANCE - OTHER	267.40	0.00
200-020-5023	UNIFORMS	171.90	0.00
100-019-5008	MAINTENANCE - OTHER	97.25	0.00
Distribution Total		803.05	0.00

Vendor Total: 803.00

51906	CLEAN FUEL CONNECTIONS, INC	10/01/2020	BOFA	EV CHARGER INSTALLATION	106,500.00
50-004	1180 CLARK ST	10/07/2020	N	& PERFORMANCE BOND	0.00
	ARCADIA	10/01/2020	N	N	0.00
	CA 91006	10/31/2020	0.00	N	0.00
	<Emailing Stub Disabled>	10/01/2020	1196		106,500.00

GL Number	Account Name	Pay Amount	Relieve Amour
408-074-5052	CAPITAL EXPENSE	106,500.00	0.00
Distribution Total		106,500.00	0.00

Vendor Total: 106,500.00

51889	COLONIAL LIFE	09/24/2020	BOFA	SUPPLEMENTAL INS SEP2020	703.80
03-505	PREMIUM PROCESSING	10/06/2020	N		0.00
	COLUMBIA	09/24/2020	N	N	0.00
	SC 29202-0903	09/24/2020	0.00	N	0.00
	<Emailing Stub Disabled>	09/24/2020	5193602-0904428		703.80

GL Number	Account Name	Pay Amount	Relieve Amour
100-000-0213	INSURANCE DEDUCTIONS	703.82	0.00
Distribution Total		703.82	0.00

Vendor Total: 703.80

51890	COUNTY OF KERN	10/01/2020	BOFA	M&I DEPT. PERMIT	285.00
03-597	PO BOX 848228	10/06/2020	N		0.00
	LOS ANGELES	10/01/2020	N	N	0.00
	CA 90084-8228	10/01/2020	0.00	N	0.00
	<Emailing Stub Disabled>	10/01/2020	IN0437997		285.00

GL Number	Account Name	Pay Amount	Relieve Amour
100-019-5022	LICENSES, PERMITS & FEES	285.00	0.00
Distribution Total		285.00	0.00

51891	COUNTY OF KERN	10/01/2020	BOFA	SMOTHERMON SPRAY PARK PERMIT	410.00
03-597	PO BOX 848228	10/06/2020	N		0.00
	LOS ANGELES	10/01/2020	N	N	0.00
	CA 90084-8228	10/01/2020	0.00	N	0.00
	<Emailing Stub Disabled>	10/01/2020	IN0443424		410.00

GL Number	Account Name	Pay Amount	Relieve Amour
100-012-5022	LICENSES, PERMITS & FEES	410.00	0.00

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

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City of Arvin

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

Distribution Total					410.00	0.0
					Vendor Total:	695.0

51892	MOUNTAINSIDE DISPOSAL	10/01/2020		BOFA	LANDILL FEE FOR OCT2020	162.1:
13-585	8665 SO. UNION AVE	10/06/2020		N		0.0
	BAKERSFIELD	10/01/2020		Y	N	0.0
	CA 93307	10/01/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	10/01/2020	598428			162.1:

GL Number	Account Name	Pay Amount	Relieve Amour
100-001-5107	REFUSE COSTS	162.12	0.0
Distribution Total		162.12	0.0
		Vendor Total:	162.1:

51893	NAPA AUTO PARTS	09/21/2020		BOFA	NBC WHEEL CHARGER- BATTERY	182.9:
14-025	107 MORTON PL	10/06/2020		N	CHARGER	0.0
	ARVIN	09/21/2020		N	N	0.0
	CA 93203-1301	09/21/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/21/2020	619042			182.9:

GL Number	Account Name	Pay Amount	Relieve Amour
100-014-5012	MAINTENANCE - VEHICLE	182.94	0.0
Distribution Total		182.94	0.0
		Vendor Total:	182.9:

51894	O'REILLY AUTOMOTIVE, INC	09/03/2020		BOFA	OIL FOR CHAINSAWS	12.9:
28-249	PO BOX 9464	10/06/2020		N		0.0
	SPRINGFIELD	09/03/2020		N	N	0.0
	MO 65801-9464	09/03/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/03/2020	4451-101084			12.9:

GL Number	Account Name	Pay Amount	Relieve Amour
100-019-5094	SHOP SUPPLIES	12.98	0.0
Distribution Total		12.98	0.0

51895	O'REILLY AUTOMOTIVE, INC	09/15/2020		BOFA	BATTERY B & H CUT	126.9:
28-249	PO BOX 9464	10/06/2020		N		0.0
	SPRINGFIELD	09/15/2020		N	N	0.0
	MO 65801-9464	09/15/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/15/2020	4451-103477			126.9:

GL Number	Account Name	Pay Amount	Relieve Amour
100-019-5012	MAINTENANCE - VEHICLE	126.97	0.0
Distribution Total		126.97	0.0
		Vendor Total:	139.9:

51896	PG & E	09/30/2020		BOFA	ELEC SVC 09.01.20 - 09.30.20	330.8:
16-004	BOX 997300	10/06/2020		N		0.0
	SACRAMENTO	09/30/2020		N	N	0.0
	CA 95899-7300	09/30/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/30/2020	8440977428-2 09.30.20			330.8:

GL Number	Account Name	Pay Amount	Relieve Amour
240-025-5060	UTILITIES EXPENSE	330.84	0.00

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

Distribution Total					330.84	0.0
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51897	PG & E	09/23/2020	BOFA	ELEC SVC 08.24.20 - 09.22.20		
16-004	BOX 997300	10/06/2020	N			13.4
	SACRAMENTO	09/23/2020	N	N		0.0
	CA 95899-7300	09/23/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/23/2020	9132070691-3	09.23.20		13.4

GL Number	Account Name	Pay Amount	Relieve Amour
100-002-5060	UTILITIES EXPENSE	13.47	0.0
Distribution Total		13.47	0.0

51898	PG & E	09/22/2020	BOFA	ELEC SVC 08.21.20 - 09.21.20		
16-004	BOX 997300	10/06/2020	N			10.4
	SACRAMENTO	09/22/2020	N	N		0.0
	CA 95899-7300	09/22/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/22/2020	7368140966-7	09.22.20		10.4

GL Number	Account Name	Pay Amount	Relieve Amour
100-012-5060	UTILITIES EXPENSE	10.43	0.0
Distribution Total		10.43	0.0

51899	PG & E	09/28/2020	BOFA	ELEC SVC 08.24.20 - 09.22.20		
16-004	BOX 997300	10/06/2020	N			24.6
	SACRAMENTO	09/28/2020	N	N		0.0
	CA 95899-7300	09/28/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/28/2020	9307046200-2	09.28.20		24.6

GL Number	Account Name	Pay Amount	Relieve Amour
100-012-5060	UTILITIES EXPENSE	24.64	0.0
Distribution Total		24.64	0.0

51900	PG & E	09/23/2020	BOFA	ELEC SVC 08.24.20 - 09.22.20		
16-004	BOX 997300	10/06/2020	N			56.6
	SACRAMENTO	09/23/2020	N	N		0.0
	CA 95899-7300	09/23/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	09/23/2020	7317315093-6	09.23.20		56.6

GL Number	Account Name	Pay Amount	Relieve Amour
400-023-5060	UTILITIES EXPENSE	56.68	0.0
Distribution Total		56.68	0.0

Vendor Total: 436.0

51901	PRINTING SYSTEMS	07/29/2020	BOFA	A/P LASE CHECKS (FB) QTY 2000		
16-720	12005 BEECH DALY	10/06/2020	N			252.3
	TAYLOR	07/29/2020	N	N		0.0
	MI 48180	07/29/2020	0.00	N	0	0.0
	<Emailing Stub Disabled>	07/29/2020	215207			252.3

GL Number	Account Name	Pay Amount	Relieve Amour
100-001-5016	OFFICE SUPPLIES	252.35	0.0
Distribution Total		252.35	0.0

Vendor Total: 252.3

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amour
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discour
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amour
	Email Address	Inv. Date	Invoice No.		
51902	SO. CAL. GAS CO.	09/24/2020	BOFA	SVC 08.21.20 - 09.22.20	
19-597	P.O. BOX "C"	10/06/2020	N		167.00
	MONTEREY PARK	09/24/2020	Y	N	0.00
	CA 91756	09/24/2020	0.00	N	0
	<Emailing Stub Disabled>	09/24/2020	SVC 08.21.20 - 09.22.20		<u>167.00</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-002-5060	UTILITIES EXPENSE	57.31	0.00
100-012-5060	UTILITIES EXPENSE	20.26	0.00
100-001-5060	UTILITIES EXPENSE	21.34	0.00
100-014-5060	UTILITIES EXPENSE	21.33	0.00
100-009-5060	UTILITIES EXPENSE	20.94	0.00
100-007-5060	UTILITIES EXPENSE	12.93	0.00
400-023-5060	UTILITIES EXPENSE	12.93	0.00
Distribution Total		167.04	0.00

Vendor Total: 167.00

51903	SPARKLE TEXTILE RENTAL SERVICE	09/30/2020	BOFA	UNIFORM SVC SEP2020	
19-629	121 MONTEREY STREET	10/06/2020	N		1,182.40
	BAKERSFIELD	09/30/2020	N	N	0.00
	CA 93305	09/30/2020	0.00	N	0
	<Emailing Stub Disabled>	09/30/2020	UNIFORM SVC SEP2020		<u>1,182.40</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-001-5008	MAINTENANCE - OTHER	52.12	0.00
100-007-5008	MAINTENANCE - OTHER	72.44	0.00
100-014-5008	MAINTENANCE - OTHER	300.00	0.00
100-019-5008	MAINTENANCE - OTHER	152.32	0.00
200-020-5023	UNIFORMS	335.60	0.00
400-023-5008	MAINTENANCE - OTHER	133.32	0.00
400-023-5023	UNIFORMS	136.68	0.00
Distribution Total		1,182.48	0.00

Vendor Total: 1,182.40

51904	TEL-TEC SECURITY SYSTEMS	10/01/2020	BOFA	ADOBE COMPLX FIRE MONITORING	
20-278	5020 LISA MARIE COURT	10/06/2020	N	10.01.20 - 10.31.20	55.00
	BAKERSFIELD	10/01/2020	N	N	0.00
	CA 93313	10/01/2020	0.00	N	0
	<Emailing Stub Disabled>	10/01/2020	716381		<u>55.00</u>

GL Number	Account Name	Pay Amount	Relieve Amour
100-002-5077	OUTSIDE SERVICES	55.00	0.00
Distribution Total		55.00	0.00

Vendor Total: 55.00

51905	VEOLIA WATER NA - MAINT-NOTE	09/14/2020	BOFA	O & M WASTEWATER AUG2020	
22-282	PO BOX 28895	10/06/2020	N		144,685.90
	CHICAGO	09/14/2020	N	N	0.00
	IL 60673-8895	09/14/2020	0.00	N	0
	<Emailing Stub Disabled>	09/14/2020	90252344		<u>144,685.90</u>

GL Number	Account Name	Pay Amount	Relieve Amour
420-016-5110	VEOLIA OPERATING EXPENSES	129,591.17	0.00
420-016-5034	PROFESSIONAL SERVICES	15,094.78	0.00
Distribution Total		144,685.95	0.00

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

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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	Discour
	State/Province Zip/Postal	Due Date	Inv. Date	Invoice No.	Hand Check Number/Date	Net Amount
	Email Address					

Vendor Total: 144,685.91

Grand Total: 265,140.61

Less Credit Memos: 0.00

Net Total: 265,140.61

Less Hand Check Total: 0.00

Outstanding Invoice Total: 265,140.61

Total Invoices: 23

Attachment: Demand Register(s) Sept 19, 2020 - Oct 08, 2020 (Demand Register(s) of September 19, 2020 - October 08, 2020.)

COST REPORT

PAYROLL 10-02-2020

Emp. Code Desc.: CITY OF ARVIN
 From 10/02/2020 to 10/02/20
 City of Arvin

Date: 9/30/2020
 Time: 17:34:19

Employee Name	Employee ID	FUTA PERS3	MC PERS5	MC1 PERS6	PER2D PERS8	PER2M SS	PER3E SS1	PER5E SUTA	PERS2	
Grand Total:	Employee Count: 55	0.00	1,685.20	303.06	1,551.95	1,023.28	1,208.62	119.59	2,528.21	
		2,620.89	0.00	2,555.47	2,130.74	7,089.09	1,531.57	0.00		24,347.77

EARNINGS REPORT

PAYROLL 10-02-2020

Emp. Code Desc.: CITY OF ARVIN
 From 10/02/2020 to 10/02/20
 City of Arvin

Date: 9/30/2020
 Time: 17:33:38

Employee Name	Employee ID	1X CTO	2X CTYWK	ALLOW DEGRE	BERV DIFFL	BNFT1 EPSL	COALV FH	COMP FTO	COV1X HLPER	
		HOL	HP1X	INSUR	JURY	LONG	MILIT	MISC	PBD	
		PBD3	PBDCO	PDADL	PERE	PERS	PHALW	POST	PTO	
		REG	RETOT	RETRO	SCKCO	SEVR	SHOEA	SICK	SRO	
		SSWEP	TUPGR	UNADV	VAC	VACCO	VACTO	WRKCO		
Grand Total:	Employee Count: 55	13,288.13	0.00	200.00	0.00	1,076.69	6,759.08	0.00	0.00	
		0.00	1,060.57	392.33	176.40	311.64	0.00	176.15	0.00	131,611.11
		0.00	0.00	1,994.16	343.62	2,447.03	0.00	0.00	1,093.98	
		0.00	0.00	0.00	0.00	0.00	300.00	645.42	0.00	
		89,310.54	133.21	0.00	0.00	0.00	0.00	5,192.13	0.00	
		0.00	309.75	90.78	1,039.93	851.20	0.00	4,426.74		

Attachment: Payroll Register(s) of October 02, 2020 (Payroll Register(s) of October 02, 2020)

REGULAR MEETING MINUTES

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

SEPTEMBER 22, 2020

CALL TO ORDER @ 6:01PM

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL: MPT Robles absent; all other present. CM Martinez arrived late during Item #1. CM Trujillo had audio technical issues during item #1 and was not available to vote for item #1. CM Trujillo returned to attend with audio working for the remaining items on the agenda.

1. Approval of Agenda as To Form.

Approval of Agenda.

Motion Mayor Gurrola Second CM Franetovich Vote 3-0

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 SEPTEMBER 08, 2020. (City Attorney)

4. CONSENT AGENDA ITEM(S)

- A. Approval of Demand Register(s) of September 05, 2020 – September 18, 2020.
- B. Approval of Payroll Register(s) of September 18, 2020.
- C. Approval of the Minutes of the Regular Meeting(s) of September 08, 2020.
- D. Approval of A Resolution of the City Council of the City of Arvin Authorizing the City Manager to Execute A CARES Act Subrecipient Agreement with Self- Help Enterprises (SHE), and Authorizing Related Actions.

Resolution No. 2020-62

Agreement No. 2020-20 (This Agreement was previously approved by the Arvin City Council at their council meeting of Sept. 08, 2020. This Resolution authorizes the City Manager to execute the Agreement.)

- E. Approval of A Resolution of the City Council of the City of Arvin Approving Application(s) for Proposition 68 Per Capita Grant Funds, and Authorizing Related Actions.

Resolution No. 2020-63

- F. Approval of A Resolution of the City Council of the City of Arvin Approving an Easement In Favor of Pacific Gas and Electric Company In Support of the City of Arvin Electric Bus Charging Station Project and Granting City Staff Authority to Execute Said Easement.

Resolution No. 2020-64

Agreement No. 2020-21

- G. Approval of A Resolution of the City Council of the City of Arvin for the Release of Maintenance Security Provided by Leora LLC for Tract 5816 Phase 10B.

Resolution No. 2020-65

- H. Approval of A Resolution of the City Council of the City of Arvin Approving the City's Response to the 2018-2019 Kern County Grand Jury Report of June 3, 2019.

Resolution No. 2020-66

- I. Authorize the City Manager To Enter Into an Agreement for Provision of Added Construction Inspection Services with Whitney Oak, LLC, Subject To Approval As To Legal From by the City Attorney.

Agreement No. 2020-22

Staff recommends approval of the Consent Agenda.

Motion to approve Consent Agenda items 4A – 4I.

Motion Mayor Gurrola Second CM Franetovich Vote 4-0

5. PUBLIC HEARING ITEM(S)

- A. A Public Hearing to Consider Adopting 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. (Senior Planner)

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

Hearing opened.

No public testimony.

Hearing closed.

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

Motion Mayor Gurrola Second CM Martinez Vote 4-0

Ordinance No. 2020-471

6. ACTION ITEM(S)

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

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

7. STAFF REPORTS

- A.** Derby Signal Project Update (City Engineer)

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.

CLOSED SESSION REPORT BY CITY ATTORNEY:

No reportable action.

10. ADJOURNED @ 6:42 PM

Respectfully submitted,

Cecilia Vela, City Clerk



CITY OF ARVIN Staff Report

Meeting Date: October 13, 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 AUTHORIZING THE CITY MANAGER TO APPLY FOR MILLS-ALQUIST-DEDDER (TDA) ACT FUNDS.

BACKGROUND / DISCUSSION:

Arvin Transit provides fixed route and ADA (Americans with Disabilities) bus service to the City of Arvin and other areas within the County of Kern.

The Transportation Development Act (TDA) is a funding source for the development and support of maintaining our public transit needs that exist in California. TDA provides two major sources of funding. Local Transportation Fund and State Transit Assistance Fund. TDA Funds are distributed to KernCOG who oversees the administration and distribution of the funds to the various city and county agencies for transit operations. Excess TDA monies not used for transit, after going through an unmet transit needs process, are then available for street maintenance purposes.

FISCAL IMPACT:

This is actual revenue item in the full amount of \$735,344 in fiscal year 2019-2020, and is being reimbursed in fiscal year 2020-2021. No impact to the City's general fund.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to file a claim from TDA funding for the City's transit projects for FY 2019-2020 with the Kern Council of Governments (KernCOG).

BACKGROUND:

Arvin Transit provides fixed route and ADA (Americans with Disabilities) bus service to the City of Arvin and other areas within the County of Kern.

TDA is a funding source for the development and support of maintaining our public transit needs that exist in California. TDA provides two major sources of funding. Local Transportation Fund and State Transit Assistance Fund. TDA Funds are distributed to KernCOG who oversees the administration and distribution of the funds to the various city and county agencies for transit operations. Excess TDA monies not used for transit, after going through an unmet transit needs process, are then available for street maintenance purposes.

FINANCIAL IMPACT:

This is actual revenue item in the full amount of \$735,344 in fiscal year 2019-2020. No impact to the General Fund.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE CITY MANAGER TO APPLY FOR MILLS- ALQUIST-DEDDEH (TDA) ACT FUNDS.

WHEREAS, Public Utilities Code §§ 99200, et seq., known as the Mills-Alquist-Deddeh Act also known as the Transportation Development Act (“TDA”), allocates funds to local entities from the Local Transportation Fund and the State Transit Assistance Fund for various transportation purposes; and

WHEREAS, entities in Kern County that wish to receive funding from the Local Transportation Fund or the State Transit Assistance Fund must file their requests with the Kern Council of Governments (KernCOG) pursuant to the provisions of the TDA and California Code of Regulations (“CCR”), Title 21, §§ 6600, et seq.; and

WHEREAS, the City of Arvin currently provides public transportation within the jurisdiction through existing bus services provided by the City of Arvin Transit Department, thereby reasonably meeting its transportation needs for the Fiscal Year 2019-2020; and

WHEREAS, the City of Arvin’s general fund needs reimbursement for funding provided to its Transit Dept. during Fiscal Year 2019-2020 in the amount of \$735,344.

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

1. The above recitals are true and correct;
2. The Arvin City Council hereby authorizes the City Manager to file a claim and any other ancillary documents thereto, for Fiscal Year 2019-2020 in the amount of \$735,344; and to accept on behalf of the City any funds received from KernCOG based on this claim.

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 13th day of October, 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.

Kern Council of Governments

TRANSPORTATION DEVELOPMENT ACT
PUBLIC TRANSIT CLAIM**FILING INSTRUCTIONS****GENERAL INFORMATION**

A. Eligible Claimants -- the County of Kern; the cities of Arvin, Bakersfield, California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi and Wasco; the Golden Empire Transit District; and the Metropolitan Bakersfield Consolidated Transportation Services Agency (CTSA).

B. Filing Deadline -- annually on or before April 1.

C. Claim Guidelines -- claims shall be filed in accordance with California Public Utilities Code Sections 99260 through 99273, associated sections of the California Code of Regulations and Kern Council of Governments TDA Rules and Regulations. Both documents are available on Kern COG's website (<http://www.kerncog.org/>).

D. Claim Format -- claims shall be filed on the forms prescribed by Kern COG.

E. Eligible Costs -- transit system planning and contributions to the regional planning process; acquisition of real property; construction of facilities and buildings; purchase and replacement of vehicles; and transit system operation, maintenance and repair.

PART 1 - CLAIMANT INFORMATION

Provide agency identification and location information. Identify a single representative to act as a liaison with Kern COG on all matters relating to this claim.

PART 2 - CLAIM AND ASSURANCES

Have the person authorized in the governing bodies action to approve the execution and filing of the claim and the person responsible for the financial information, sign and date the claim.

PARTS 3 AND 4 - PROJECTED RESOURCES AND EXPENSES

Supply the financial information requested regarding the fiscal year **prior to** the year of this claim. The purpose of this information is to calculate the deferred revenue (carryover of unexpended funds) to be reclaimed and other fund resources available for appropriation. A brief description of and source for each line item is provided.

PARTS 5 AND 6 - BUDGETED RESOURCES, EXPENSES AND RESERVES

Supply the financial information requested regarding the fiscal year of this claim. Starting with the resources available from prior years (deferred revenues and unreserved/unrestricted retained earnings) calculated in Part 3, calculate the total estimated carryover and non-TDA funds available for the fiscal year. Calculate estimated expenses for each object class within the budget. Compute the funding shortfall between carryover funds plus non-TDA funds and total estimated expenses.

Kern Council of Governments

TRANSPORTATION DEVELOPMENT ACT
PUBLIC TRANSIT CLAIM**FILING INSTRUCTIONS****PART 7 - TDA FUNDING CLAIM**

Supply the requested level of TDA funding for each of the TDA source categories. The total amount claimed should equal the unfunded balance.

PART 8 - SUPPLEMENTAL INFORMATION

Attach the following additional information:

- 1) A copy of the governing body's authorization to execute and file the claim.
- 2) A completed copy of the questionnaire on system characteristic and supporting documentation.
- 3) A listing of transit service subcontractors.
- 4) A copy of the "unmet transit needs" documentation, including the legal notice of a public hearing, the minutes of the public hearing held by the local governing body and a resolution making the appropriate "unmet transit needs" finding.
- 5) A copy of the Department of the California Highway Patrol form number CHP-339, "Transit Operator Compliance Certificate" documenting claimant participation in the California Department of Motor Vehicles "Driver Pull Notice Program".

Kern Council of Governments

TRANSPORTATION DEVELOPMENT ACT
PUBLIC TRANSIT CLAIM
2019-2020**PART 1 OF 8 -- CLAIMANT INFORMATION**I. Claimant Information

Agency: City of Arvin

Mailing Address: P.O Box 548

Office Address: 200 Campus Drive

City, State, Zip Arvin, CA 93203

Telephone: (661) 854-3134

II. Contact Person

Name: Jeff Jones

Title: Finance Director

Department: Administration

Mailing Address: P.O Box 548

Office Address: 200 Campus Drive

City, State, Zip Arvin, CA 93203

Telephone: (661) 606-60

FAX: (661) 854-0817

E-Mail: jeffjones@arvin.org

WEB Site: www.arvin.org

Kern Council of Governments

TRANSPORTATION DEVELOPMENT ACT
PUBLIC TRANSIT CLAIM
PART 2 OF 8 - CLAIM AND ASSURANCES
For Fiscal Year 2019-2020

A. CLAIM: The City of Arvin hereby claims Local Transportation Fund and State Transit Assistance Fund apportionments and allocations for the 2018-2019 fiscal year plus all unencumbered funds and/or deferred revenues held in its local treasury for public transit uses.

B. COMPLIANCE

ASSURANCES: The City of Arvin hereby certifies that, as a condition of receiving funds pursuant to California Public Utilities Code Sections 99200, et. seq., and California Code of Regulations Sections 6600, et. seq., as amended, it shall ensure that:

1. All funds will be expended in compliance with the requirements of California Public Utilities Code Sections 99200 through 99408, California Code of Regulations Sections 6600 through 6756 and Kern Council of Governments' Transportation Development Act Rules and Regulations.
2. All funds will be expended in accordance with the budgets described in Part 6 of this claim, attached hereto and made a part hereof, by this reference.

These assurances are given in consideration of and the for the purpose of obtaining any and all funds apportioned and allocated for public transit purposes pursuant to Public Utilities Codes, Division 10, Part 11, Chapter 4 of the State of California.

The person whose signature appears below has been authorized to provide the assurances cited above and to prepare, submit and execute this claim on behalf of:

City of Arvin
Claimant

Signature Date

Jerry Breckinridge, City Manager
Title

C. FINANCIAL

ASSURANCES: As the chief financial officer of the City of Arvin I hereby attest to the reasonableness and accuracy of the financial information presented in this claim and declare it to be consistent with the uniform system of accounts and records adopted by the Controller of the State of California.

Signature Date

Jeff Jones, Finance Director
Title

Attachment: v1 TDA_Transit Claim form 2019-2020 (Authorization to Apply for TDA Funds FY 19-20)

Kern Council of Governments

PART 3 OF 8--PROJECTED PUBLIC TRANSIT RESOURCES
For Fiscal Year 2019-2020

CLAIMANT: City of Arvin

I. FY 2018-2019 PROJECTED AVAILABLE RESOURCES

A. Deferred Revenues -- unexpended prior year cash receipts held in the claimant's treasury as of June 30, 2019 (from the most recent audit report) -

B. Unreserved/Unrestricted Retained Earnings -

C. Interest Earnings -- interest earnings on claimant cash balances through June 30, 2019 -

D. Federal Grants & Reimbursements (Source & Amount):
1. FTA Planning Assistance
2. FTA Operating Assistance 69,297.00
3. FTA Capital Assistance
4. _____

E. State Grants & Reimbursements (Source & Amount):
1. _____
2. _____

F. Local Cash Grants & Reimbursements (Source & Amount)
1. LTF--Regional Planning (PUC 99262)
2. LTF--Operations/Capital (PUC 99260a) 658,539.00
3. LTF--Capital Reserve Withdrawl (CCR 6648)
4. LTF--Social Service Transit (PUC 99275)
5. LTF--Contracted/Purchased Transit Services (PUC 99400c)
6. STAF--Operations (CCR 6730a)
7. STAF--Capital (CCR 6730b)
8. STAF--Contracted/Purchased Transit Services (CCR 6731b)
9. STAF--Social Service Transit (CCR 6731c)
10. County of Kern--Service Contract(s)
11. _____

G. Operating Revenues:
1. Passenger Fares 61,991.00
2. Special Fares
3. School Bus Service
4. Freight Tariffs
5. Charters

H. Other Revenues (Source & Amount):
1. _____
2. _____

I. TOTAL FY 2019-2020 PROJECTED AVAILABLE RESOURCES -- enter here and Part 4, Line J (Sections A+B+C+D+E+F+G+H) 789,827.00

Attachment: v1 TDA_Transit Claim form 2019-2020 (Authorization to Apply for TDA Funds FY 19-20)

Kern Council of Governments

PART 4 OF 8--PROJECTED PUBLIC TRANSIT EXPENSES
For Fiscal Year 2019-2020

CLAIMANT: City of Arvin

J. TOTAL FY 2018-2019 PROJECTED AVAILABLE RESOURCES (From Part 3, Line I) 789,827.00

II. FY 2018-2019 PROJECTED EXPENSES & USES

K. Personnel:

- 1. Administrative Salaries & Wages
- 2. Operating Salaries & Wages 318,668.00
- 3. Other Salaries & Wages
- 4. Fringe Benefits 194,521.00

L. Services & Supplies:

- 1. Professional Services 15,000.00
- 2. Maintenance Services 5,000.00
- 3. Other Services 3,600.00
- 4. Vehicle Maintenance & Supplies 140,000.00
- 5. Utilities 11,100.00
- 6. Insurance 26,853.00
- 7. Purchased Transportation Services -
- 8. Miscellaneous -
- 9. Expense & Inter-fund Transfers 42,997.00
- 10. Interest -
- 11. Lease & Rentals 3,100.00
- 12. Other 16,800.00

M. Capital Assets (Itemize by Object & Amount):

- 1. Minor building improvements (signs, etc) 5,000.00
- 2. _____
- 3. _____
- 4. _____
- 5. _____

N. Other Uses (Object & Amount):

- 1. Regional Planning Contribution (from FY 2019-2020 TDA Estimate) 27,735.00
- 2. _____

O. FY 2018-2019 PROJECTED EXPENSES & USES (Sections K+L+M+N) 810,374.00

P. DEFERRED REVENUES AND AVAILABLE RESERVES AS OF JUNE 30, 2019--
enter here and on Line A, Part 5 (Sections J-O) (20,547.00)

Attachment: v1 TDA_Transit Claim form 2019-2020 (Authorization to Apply for TDA Funds FY 19-20)

Kern Council of Governments

PART 5 OF 8--BUDGETED PUBLIC TRANSIT RESOURCES

For Fiscal Year 2019-2020

CLAIMANT: City of Arvin

I. FY 2018-2019 NONCURRENT TDA & OTHER BUDGETED RESOURCES

A. Deferred Revenues & Available Reserves-- unexpended prior year cash receipts and reserves held in the claimant's treasury as of June 30, 2019 (From Part 4, Line P) (20,547.00)

B. Interest Earnings--interest earnings on claimant cash balances through June 30, 2018 _____

C. Federal Grants and Reimbursements:

- 1. FTA Planning Assistance _____
- 2. FTA Operating Assistance 69,297.00
- 3. FTA Capital Assistance _____
- 4. _____

D. State Grants and Reimbursements (Source/Amount):

- 1. _____
- 2. _____

E. Non-TDA Local Cash Grants and Reimbursement (Source/Amount):

- 1. _____
- 2. _____
- 3. _____

F. Operating Revenues:

- 1. Passenger Fares 50,326.00
- 2. Special Fares _____
- 3. School Bus Service _____
- 4. Freight Tariffs _____
- 5. Charters _____

G. Other Revenues (Source/Amount):

- 1. _____
- 2. _____

I. FY 2019-2020 NONCURRENT TDA & OTHER BUDGETED RESOURCES--enter here and on Part 6, Line J (Sections A+B+C+D+E+F+G) \$99,076

Attachment: v1 TDA_Transit Claim form 2019-2020 (Authorization to Apply for TDA Funds FY 19-20)

Kern Council of Governments

PART 6 OF 8--BUDGETED PUBLIC TRANSIT EXPENSES
For Fiscal Year 2019-2020

CLAIMANT: City of Arvin

J. FY 2018-2019 NONCURRENT TDA & OTHER BUDGETED RESOURCES (From Part 5, Line I) \$99,076

II. FY 2018-2019 BUDGETED EXPENSES & USES

K. Personnel:

- 1. Administrative Salaries & Wages
- 2. Operating Salaries & Wages 352,330.27
- 3. Other Salaries & Wages
- 4. Fringe Benefits 210,443.90

L. Services & Supplies:

- 1. Professional Services 4,589.90
- 2. Maintenance Services 9,532.27
- 3. Other Services
- 4. Vehicle Maintenance & Supplies 109,021.37
- 5. Utilities 6,225.64
- 6. Insurance 24,816.00
- 7. Purchased Transportation Services
- 8. Miscellaneous
- 9. Expense & Inter-fund Transfers 51,908.00
- 10. Interest
- 11. Lease & Rentals 298.84
- 12. Other 37,519.18

M. Capital Assets (Itemize and identify funding source - i.e., TDA, FTA 5311, CMAQ):

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

N. Other Uses:

- 1. Regional Planning Contribution (from most recent TDA estimate) \$27,735
- 2. Capital Outlay Reserve Contribution

O. FY 2019-2020 BUDGETED EXPENSES & USES (Sections K+L+M+N) \$834,420

P. FY 2019-2020 UNFUNDED BALANCE (Line J-O) (\$735,344)

Attachment: v1 TDA_Transit Claim form 2019-2020 (Authorization to Apply for TDA Funds FY 19-20)

Kern Council of Governments
PART 8.1 OF 8--SUPPLEMENTAL PUBLIC TRANSIT INFORMATION
For Fiscal Year 2019-2020

Attach the following documents:

- 1) A copy of the governing body's authorization to execute and file this claim.
- 2) A completed copy of the attached questionnaire (BELOW) on system characteristics and any additional documentation required as a result of responding to each query.
- 3) A listing of all transit service subcontractors (BELOW) and a copy of the contract document, if not previously submitted.
- 4) A copy of the "unmet transit needs" documentation, including a legal notice of a public hearing, the minutes of the public hearing held by the local governing body and a resolution making the appropriate "unmet transit needs finding".
- 5) A copy of the Department of California Highway Patrol form number CHP339, "Transit Operator Compliance Certificate", dated within the past 13 months, documenting participation in the California Department of Motor Vehicles "Driver Pull Notice Program.
- 6) Date of the most recent completed annual TDA internal audit: **March 31, 2020**



**CITY OF ARVIN
Staff Report**

Meeting Date: October 13, 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 OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM; AND AUTHORIZING RELATED ACTIONS

BACKGROUND:

On July 14, 2020, the City Council of the City of Arvin approved resolution 2020-46. This resolution adds additional language as required by HCD and the PLHA program. Specifically, it adds Sections 4-7.

FINANCIAL IMPACT:

No fiscal impact.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM; AND AUTHORIZING RELATED ACTIONS

A necessary quorum and majority of the council members of the City of Arvin, a municipality (“Applicant”) hereby consents to, adopts and ratifies the following resolution:

WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated 02/26/2020 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, Applicant is an eligible Local government applying for the program to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

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

Section 1: If City of Arvin receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Section 2: The City of Arvin is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **\$831,563** in accordance with all applicable rules and laws.

Section 3: The City of Arvin hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement

and other contracts between the Applicant and the Department.

Section 4: The City of Arvin certifies that it was delegated by the *City of Arvin Council* to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Section 5: The City of Arvin certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Section 6: Pursuant to the City of Arvin's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Section 7: The City of Arvin shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Section 8: Jerry Breckinridge, City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

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 13th day of October, 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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN REGARDING THE PREPARING OF THE 2021 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME

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

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

WHEREAS, the City Council of the City of Arvin desires to adopt the 2021 Local Appointments List.

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

1. The City Council has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2021 Local Appointments List, which is attached as Exhibit "A." The City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the Arvin Branch of the Kern County Library.

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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 13th day of October 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

Exhibit A: 2021 Local Appointments List

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”
2021 LOCAL APPOINTMENTS LIST**

CITY OF ARVIN BOARDS, COMMISSIONS & COMMITTEES

	Member	Appointment	Expiration Date	Seat Filled By A:	Meeting Schedule	Meeting Location	Pay, Stipend, or Other
ARVIN PLANNING COMMISSION	Gerardo Tinoco	July 21, 2015 (Re-appointed Jan 22, 2019)	Dec 2022	Each Councilmember nominates a resident of Arvin; City Council must approve nomination.	Every 3rd Tuesday @ 6pm	City of Arvin Council Chambers, 200 Campus Dr, Arvin.	None. Reimbursement for pre-approved travel/mileage.
	Miguel Rivera	Feb 7, 2017	Dec 2020				
	Yesenia Martinez	Feb 21, 2017	Dec 2020				
	Arturo Hinojosa	Jan 22, 2019	Dec 2022				
	Cesar Moreno	May 14, 2019	Dec 2022				
	Sergio Hernandez	Sept 24, 2019	Dec 2022				
Purpose / Duties/ Qualifications	The planning commission shall consist of five (5) members and two (2) alternates who shall be qualified electors residing within the city. The planning commission shall exercise all duties established by the laws of the state relating to city planning commissions and such additional duties as may be prescribed by the city council. The planning commission plays a critical role in the evaluation and approval of development entitlements for new industrial, commercial and residential development and the expansion of existing industrial, commercial and residential facilities; in ensuring the development in the City is not detrimental to the public health, safety and welfare; and in facilitating economic development in the City. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required. (Government Code sections 81000-91014); Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1)						
	Member	Appointment	Expiration Date	Seat Filled By A:	Meeting Schedule	Meeting Location	Pay, Stipend, or Other
KERN MOSQUITO & VECTOR CONTROL DIST.	Jess Ortiz	Oct 16, 2018	Dec 31, 2021	Resident of Arvin or Councilmember	Every 2nd Wednesday @ 11:30am	KMVCD Office, 4705 Allen Rd, Bakersfield	\$100 per meeting and no more than \$100 per month.
Purpose / Duties/ Qualifications	The primary objective shall be the progressive elimination of mosquito breeding places, the objective to be accomplished by an educational service on control measures, performing services of temporary relief control, establishing projects of source reduction, using abatement procedure methods when necessary, and by general policy of cooperation. The Board is made up of eight (8) Trustees; four appointed by the Kern County Board of Supervisors, one each by City Councils of Bakersfield, Arvin, Shafter, and Wasco. To be eligible to serve as the City of Arvin District Trustee of the KMVCD Board, the individual must be at least 18 years of age, and an elector and resident of the City of Arvin. The filing of a Statement of Economic Interest disclosing certain personal financial holdings is required upon appointment and annually thereafter is required (Government Code sections 81000-91014). Two hours of training in general ethics principles and ethics law upon appointment, and every two years thereafter is required. (Government Code 53235(b), 53235.1).						

Attachment: Reso re 2021 List of Appointments for Boards, Commissions and Committees_101320 (2021



CITY OF ARVIN Staff Report

Meeting Date: October 13, 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 TO APPROVE AMENDMENT NUMBER ONE TO A GRANT AGREEMENT WITH THE COUNTY OF KERN FOR REIMBURSEMENT OF OUT-OF-POCKET COSTS RELATED TO COVID-19 PUBLIC HEALTH RESPONSE (CARES ACT)

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.

On April 23, 2020, Kern County received \$157,078,307 in CRF funds.

On May 5, 2020, the Kern County Board of Supervisors approved the Coronavirus Aid, Relief and Economic Security Act (CARES Act) initial utilization plan. The plan 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.

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

On August 25, 2020 the Kern County board approved an amendment to the agreement between the County and Cities. The amended language states that cities are responsible for complying with the CARES Act and all other expenditures eligible under the CARES act and specifically the regulations pertaining to the CRF allocations.

The amended agreement maintains language that cities are responsible for complying with the CARES act and all other federal regulations associated with the use of grant funds. Kern County is the agency that is ultimately responsible for the proper use of the grant funds; however the agreement requires cities to reimburse Kern County if it is determined that any costs do not comply with the CARES Act.

Staff recommends the City Council approve the amendment and authorize the Mayor or his designee sign amendment number one to the Coronavirus Relief Program Assistance to Cities Agreement, subject to approval as to legal form by the City Attorney.

Attachment: Exhibit: Amendment Number 1 to Coronavirus Relief Fund Program Assistance to Cities Agreement

FINANCIAL IMPACT:

No changes to the prior authorized reimbursement grant of \$741,171.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN TO APPROVE AMENDMENT NUMBER ONE TO A GRANT AGREEMENT WITH THE COUNTY OF KERN FOR REIMBURSEMENT OF OUT-OF-POCKET COSTS RELATED TO COVID-19 PUBLIC HEALTH RESPONSE (CARES ACT)

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; and,

WHEREAS, 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; and,

WHEREAS, on April 23, 2020, the County of Kern received \$157,078,307 in CRF funds; and,

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; and,

WHEREAS, On August 25, 2020 the Kern County board approved an amendment to the agreement between the County and Cities; and

WHEREAS, the amended language in the amendment states that cities are responsible for complying with the CARES Act and all other expenditures eligible under the CARES act and specifically the regulations pertaining to the CRF allocations; and,

WHEREAS, 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: personal protective equipment (PPE), telecommuting, sanitizing, public health order enforcement, eligible payroll expenses, and other qualified items.

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

1. The City Council approves and authorizes the Mayor, or his designee, to sign amendment number one to the Coronavirus Relief Program Assistance to Cities Agreement, subject to approval as to legal form by the City Attorney. The Mayor is authorized to make any non-material, technical, and clerical edits and corrections to the amendment subject to approval as to form by the City Attorney.

2. This Resolution shall be effective upon adoption.

Attachment: Exhibit: Amendment One to the Coronavirus Relief Program Assistance to Cities Agreement

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 13th day of October, 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.

August 25, 2020

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**UPDATE ON CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT
(CARES ACT) CORONAVIRUS RELIEF FUND UTILIZATION PLAN
AND PROPOSED AMENDMENT TO STANDARD FORM OF AGREEMENT FOR
ASSISTANCE TO KERN COUNTY CITIES FOR REIMBURSEMENT OF OUT-OF-POCKET
COSTS RELATED TO COVID-19 PUBLIC HEALTH RESPONSE
Fiscal Impact: None**

The purpose of this item is to give an update on the use of Kern County’s Coronavirus Aid, Relief and Economic Security Act (CARES Act) Coronavirus Relief Fund (CRF) funds and to request your Board’s approval to amend the standard form of agreement for assistance to Kern County incorporated cities for reimbursement of out-of-pocket costs related to COVID-19 eligible expenditures. The amendment would allow cities in Kern County to be reimbursed for any expenditures allowed under the federal CARES Act and specifically the CRF, whereas the current agreement with cities limits reimbursements to direct out of pocket costs related to COVID-19 such as, personal protective equipment, telecommuting, sanitizing, public health order enforcement, and eligible payroll expenses.

On April 23, 2020, the County received \$157.07 million in CRF from the federal government which were deposited into a special revenue fund and have earned roughly \$0.48 million in interest. Over the past four months the Board of Supervisors has approved overall utilization plans for this funding as well as specific uses of these funds. As of August 17, 2020, of the total \$157.55 million in funding, \$68.83 million has been spent, \$28.61 million has been encumbered for specific commitments, and \$60.12 million remains available. This available balance consists primarily of \$25.94 million to cover future county direct costs and \$23.61 million to fund the Alternative Care Site. A full accounting of the County’s CRF funds is attached.

As discussed above, your Board has approved CARES Act CRF initial utilization plans to guide how these funds are utilized. The current CRF utilization plan includes \$7 million to support Kern County cities to respond to the COVID-19 Public Health Emergency.

On August 18, 2020, your Board asked staff to consider changes to the agreement to allow more flexibility for cities to use their fund allocation. Accordingly, staff has prepared an amendment to the agreements between the County and Cities. The amended language before your Board allows cities to be reimbursed for any and all expenditures eligible under the CARES Act and specifically the regulations pertaining to the CRF allocations.

The amended agreement maintains language that cities are responsible for complying with the CARES Act and all other federal regulations associated with the use of federal grants. Kern County is the agency that is ultimately responsible for proper use of the grant funds; however, the agreement requires cities to reimburse Kern County if it is determined that any costs do not comply with the CARES Act.

The amendment to the standard form of agreement has been approved by County Counsel.



Board of Supervisors
CARES Act – Update and Assistance to Cities
August 25, 2020
Page 2

Therefore, IT IS RECOMMENDED that your Board receive and file the update to Kern County's Coronavirus Aid, Relief and Economic Security Act (CARES Act) Coronavirus Relief Fund (CRF) funds, approve the amendment to the standard form of agreement for assistance to Kern County incorporated cities and authorize the Chief Administrative Officer or designee to sign amendments subject to approval by County Counsel.

Sincerely,



Ryan J. Alsop
Chief Administrative Officer

Attachment

cc: County Counsel

Attachment A - Coronavirus Aid, Relief, and Economic Security Act - Corona Virus Relief Fund
Utilization Plan
8/17/2020

Total Received
Interest Income
Total Funds Available

Amended Utilization Plan	
\$	157,078,307
	480,633
\$	157,558,940

Utilization Plan

Category	Description	Initial Utilization Plan	Actual Expenditures ⁽¹⁾	Encumbered or Committed	Available Balance
Local Government Support		108.48	36.69	22.25	49.55
• ICU Nursing Staff Support	Contract ICU nursing staff to add ICU bed capacity at hospitals	12.60	0.00	12.60	0.00
• County costs incurred related to COVID-19	County-wide costs related to COVID-19 and related public health precautions: Public Health Department, Emergency Operations Center activation, COVID-19 testing, public health order enforcement, sanitization, personal protective equipment, telecommuting, public safety response, jail impacts, etc.	63.88	35.60	2.35	25.94
• ACS & TIU Funding for 6 months	6 months of full operation costs of the Temporary Isolation Units, Alternative Care Site assuming 250 patients, and related shutdown costs.	25.00	1.09	0.30	23.61
• Cities reimbursement of out of pocket COVID-19 related costs	Reimbursement to cities of out of pocket costs related to COVID-19 and the related public health precautions: personal protective equipment, telecommuting, sanitizing, public health order enforcement, etc.	7.00	0.00	7.00	0.00
Personal Protective Equipment (PPE) Distribution		0.50	0.00	0.50	0.00
• Personal Protective Equipment Distribution	Distribution of PPE to at risk persons in Kern County.	0.50	0.00	0.50	0.00
Non-Profit Support		1.00	0.00	1.00	0.00
• Non-Profit support program	Support for non-profits impacted by COVID-19.	1.00	0.00	1.00	0.00
Small Business Support		35.00	31.14	3.86	0.00
• Small business support program	Support for local small businesses impacted by COVID-19, in a manner to be determined but similar for example to the Federal Payroll Protection Program at a local level.	30.00	30.00	0.00	0.00
• Small business reopening support program	Funding to reimburse small businesses for COVID-19 costs necessary to reopen businesses. Currently funding the Kern Recovers: PPE Support Program.	5.00	1.14	3.86	0.00
Safety Net Services		4.00	1.00	1.00	2.00
• Unsheltered population	Funding through the Bakersfield Kern Regional Homeless Collaborative for mitigation of COVID-19 effects and to enable compliance with COVID-19 public health precautions at homeless shelters.	2.00	0.00	0.00	2.00
• Food insecurity needs	Food bank support for delivery to senior citizens and other vulnerable populations or otherwise enable compliance with COVID-19 public health precautions. Currently funding the Food2Door program with CapK.	2.00	1.00	1.00	0.00
Other		8.57	0.00	0.00	8.57
• Future needs to be determined		8.57			8.57
Total Coronavirus Relief Funds:		157.55	68.83	28.61	60.12

⁽¹⁾ Expenditures paid or reimbursed as of August 18, 2020

**AMENDMENT NUMBER 1 TO
CORONAVIRUS RELIEF FUND PROGRAM
ASSISTANCE TO CITIES AGREEMENT**

This is an Amendment ("Amendment") to the Coronavirus Relief Fund Program Assistance to Cities Agreement dated as of _____ ("Agreement"), by and between Kern County, with offices at 1115 Truxtun Avenue, Fifth Floor, Bakersfield, CA 93301 ("County"), and _____ whose principal place of doing business is located at _____, California ("CITY" or "Subgrantee").

In consideration of the mutual covenants and agreements contained herein, or within any exhibits or attachments hereto, and other good and valuable consideration, the parties agree as follows:

- 1. Amendment to Section 1, Definitions subdivision (b): Eligible CRF Program Components is amended to read as follows:

(b) **"Eligible CRF Program Components"** include out of pocket costs related to COVID-19 and the related public health precautions, and all costs allowable under the CARES Act, including:

- (1) Personal protective equipment
- (2) Telecommuting
- (3) Sanitizing
- (4) Public health order enforcement
- (5) Eligible payroll expenses
- (6) Necessary emergency financial assistance to individuals and families directly impacted by a loss of income as a result of COVID-19 (overdue rent or mortgage payments to avoid eviction or foreclosure).
- (7) Other

Except as specifically provided herein, all other terms and provisions of the Agreement shall remain in full force and effect, unmodified by this Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives.

APPROVED AS TO CONTENT:

COUNTY OF KERN

BY _____
James Zervis, Chief Operating Officer

BY _____
Ryan J. Alsop, Chief Administrative Officer

Date

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

"CITY"
Corporation Number _____
Employer's Identification Number _____

BY _____
Ann S. Garza, Deputy

BY _____

"CITY"



CITY OF ARVIN
Staff Report

Meeting Date: October 13, 2020

TO: City Council

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AN AGREEMENT WITH COUNTY OF KERN TO COMPLETE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) PROJECT FOR FRANKLIN STREET

BACKGROUND:

The City of Arvin was previously awarded RSTP funding by Caltrans through the Regional Surface Transportation Program (RSTP) for the reconstruction of and other improvements for Franklin Street between Stockton Avenue and Derby Street. The project was completely designed by a previous engineering consultant, and authorization was requested and provided for the City to move into the construction phase of the project in early 2018. However, at that time, the City was informed by Caltrans that progress on existing projects receiving state or federal funds could not move forward until Caltrans provided a corrective action plan (CAP) to the City as a result of an audit of an Active Transportation Program project that was completed in 2016. The City was not provided the CAP until May 22, 2020, and so no construction progress has been made to date.

After receiving the CAP, the City learned that no such project could move forward unless the City partnered with an approved local agency with sufficient experience with administering the same types of projects. The only logical agency to work with is the Kern County Public Works Department which the City has been in negotiations with to move this project forward. More recently, the County has provided a draft agreement to enable them to partner with the City on this project. Under the terms of this agreement, the City of Arvin would remain as the lead agency responsible for providing invoices to Caltrans for reimbursement. The County would be responsible for initial plan and specification clean up considering those documents are now two years old, bidding the job out, and providing construction management support services for the project. The County will invoice the City directly for its services, and provide contractor payment applications to the City for direct payment to the contractor. After talking with the Kern Council of Governments, Caltrans, and Kern County, this approach was determined to be the one that works the best considering that construction funds have already been allocated for the

project.

The proposed agreement has been reviewed by the City Attorney, and is approved for execution at this time. The agreement has also been reviewed and approved as to form by Caltrans. The next steps are to receive City Council Approval followed by approval by the Kern County Board of Supervisors.

FINANCIAL IMPACT:

The RSTP grant is in the amount of \$444,364.00 in federal funds for construction, and \$60,307.00 in local matching funds. The County estimates that it will cost approximately \$684,500.00 to complete the project. Therefore, it is anticipated that \$240,136.00 in local funds will be necessary to complete the project. To meet the financial need of the project, TDA and or SB1 LSRP funds will be utilized.

RECOMMENDATION:

Staff recommends the approval the proposed agreement between the City of Arvin and County of Kern.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AN AGREEMENT WITH COUNTY OF KERN TO COMPLETE REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) PROJECT FOR FRANKLIN STREET

WHEREAS, the City of Arvin was previously awarded RSTP funding by Caltrans through the Regional Surface Transportation Program (RSTP) for the reconstruction of and other improvements for Franklin Street between Stockton Avenue and Derby Street.; and

WHEREAS, the project was previously designed, but has been on hold since 2018 pending the publication of a Corrective Action Plan by Caltrans; and

WHEREAS, said Plan was received on May 22, 2020; and

WHEREAS, said plan requires the City of Arvin to partner with another local agency with experience in implementing state and federal aid project; and

WHEREAS, the City of Arvin has been working with the Kern County Public Works Department on an agreement for them to be the partner agency; and

WHEREAS, the City of Arvin will be the lead agency for this project with the Kern Public Works Department acting in a supporting role that will move the project through the bid phase and on into construction; and

WHEREAS, the proposed agreement has been approved by the City Attorney and Caltrans, and shall be approved for execution following City Council approval;

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

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

Section 2. The City Council approves the Agreement for Project Delivery Services with the County of Kern, and authorizes the City Manager or Mayor to execute the same.

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 13th day of October, 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.

AGREEMENT NO. _____

**AGREEMENT FOR
PROJECT DELIVERY SERVICES**
(Kern County-City of Arvin)

THIS AGREEMENT FOR PROJECT DELIVERY SERVICES (“AGREEMENT”), is made and entered into on _____, by and between COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the City of Arvin, a municipal corporation (hereinafter referred to as “CITY”);

RECITALS:

A. Government Code Section 54981 provides that a Board of Supervisors may contract with a City and that a City Council may contract with a County Board of Supervisors for the performance of city and county functions by appropriate officers and employees; and

B. The California Department of Transportation (“CALTRANS”) has imposed a Corrective Action Plan against CITY requiring CITY to partner with another CALTRANS recommended agency, such as COUNTY, to administer future programmed federal and State-funded transportation projects and procurements on CITY’s behalf.

C. CITY desires to contract with COUNTY to provide PROJECT DELIVERY SERVICES for the CITY’S Regional Surface Transpiration Program (RSTP) Franklin Street Reconstruction project (hereinafter referred to as PROJECT) as described in **Exhibit A**; and

D. PROJECT DELIVERY SERVICES includes, support for the solicitation of construction bids and award of construction contract, construction support, and CONSTRUCTION ADMINISTRATION for the PROJECT; and

E. COUNTY is willing, under the terms herein set forth, to perform or cause to be performed the PROJECT DELIVERY SERVICES for PROJECT; and

F. The COST OF PROJECT, includes the costs of BID SUPPORT and CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

G. CITY is willing to finance all COST OF PROJECT in excess of the RSTP Funds.

AGREEMENT:

The COUNTY and CITY agree as follows:

1) DEFINITIONS:

- a) BID SUPPORT as referred to in this AGREEMENT shall consist of providing design and administrative review and response to questions from CITY regarding the PROJECT’s advertisement in compliance with applicable laws, regulations, and the CALTRANS Local Assistance Procedures Manual. COST OF CONSTRUCTION CONTRACT as referred to in this

- AGREEMENT shall consist of the total of all payments to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of the PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.
- b) CONSTRUCTION ADMINISTRATION is referred to in the AGREEMENT shall consist of the of construction contract administration, construction inspection, materials testing, construction survey, construction inspection, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
 - c) COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT; BID SUPPORT; CONSTRUCTION ADMINISTRATION; right-of-way clearance matters and acquisition, and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and authorized by CALTRANS and shall include percentages added to total salaries, wages, and equipment costs to cover overhead and fringe benefits, administration, and depreciation in connection with any or all of the aforementioned items.
 - d) Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and a written notification to CITY'S City Manager that the improvements are transferred to CITY for the purpose of operation and maintenance.
- 2) COUNTY AGREES:
- a) To perform or cause to be performed, consistent with industry standards, the bidding and contract award(s), CONSTRUCTION ADMINISTRATION, right-of-way clearance matters, and all other work or action necessary to complete PROJECT.
 - b) To review all bid documents for consistency with CALTRANS Local Assistance Procedural Manuals as well as State and Federal procurement laws, rules, and regulations.
 - c) To review CITY's invoice prior to CITY invoicing Caltrans.
 - d) To furnish to CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

- e) To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT, including the California Environmental Quality Act (CEQA), and requirements of any funding source including Caltrans requirements.
- f) To be solely responsible to maintain all records, timely respond to, and address any compliance audit(s) from Caltrans or other source of funds, related to the PROJECT, even after the completion of the PROJECT.
- g) To provide copies of all documents related to the PROJECT to the CITY upon request of the CITY.

3) CITY AGREES:

- a) To furnish the COUNTY with Plans and Specifications 30 days prior to advertising for confirmation that the PROJECT satisfies the grant requirements, and the Corrective Action Plan prior to solicitation for construction bids.
- b) To finance the total COST OF PROJECT, the actual amount of which is to be determined by a final accounting. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) shall be borne by CITY.
- c) To pay all invoices in accordance with this agreement and the construction contract documents.
- d) To provide COUNTY with a draft invoice for approval, prior to submittal to CALTRANS for reimbursement.
- e) To cooperate with the COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f) To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT.
- g) Upon completion of PROJECT and receiving written notification from COUNTY to assume all responsibilities for the maintenance of all improvements constructed as part of PROJECT at CITY'S expense.
- h) To fully and completely indemnify and hold harmless the County and its officers, directors, employees and agents from and against any, and all, claims, damages, losses, judgements, liabilities, expenses or other costs, including litigation costs and attorney fees, arising out of, resulting from, or

in connection with any action taken or omitted to be taken in accordance with this Agreement, except to the extent directly caused by, the gross negligence or willful misconduct of the County, or its officers, directors, employees or agents.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a) The CITY shall pay for such PROJECT services as are provided under this AGREEMENT at rates to be determined by the COUNTY in accordance with the policies and procedures established by the Public Works Director. These rates shall be readjusted by COUNTY biannually effective the first day of July and January of each year to reflect the cost of such services.
- b) The CITY shall be held fully liable for losses to the COUNTY resulting from the delay and/or inaction of the CITY with regards to this AGREEMENT.
- c) No PROJECT service shall be performed unless the CITY shall have available funds previously appropriated to cover the cost thereof.
- d) No PROJECT service shall be performed by COUNTY unless requested in writing by the CITY on order of the City Council or such officer as it may designate, and each such PROJECT service shall be performed at the times and under circumstances which do not interfere with the performance of regular COUNTY operations.
- e) Upon written request by the CITY for PROJECT services, the COUNTY shall provide CITY with an estimated COUNTY cost of said services. CITY will be responsible for maintaining funds from which COUNTY can withdraw at any time to cover all services not covered by grant funding (i.e. scoping, agency match, initial estimate, and preparation).
- f) The COUNTY shall have no obligation to proceed with each PROJECT phase until the CITY shall provide the COUNTY with written authorization to proceed with the PROJECT phase.
- g) This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Director of Public Works/City Manager or their delegates.
- h) Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Jerry Breckinridge
 City Manager
 City of Arvin
 200 Campus Drive
 P.O. Box 548
 Arvin, CA 93203

COUNTY: Mr. Craig Pope
 Director of Public Works
 County of Kern

2700 "M" Street, Suite 400
Bakersfield, CA 93301

- i) This AGREEMENT shall become effective upon adoption by the Board of Supervisors of the COUNTY, and shall terminate upon receipt and acceptance by COUNTY of final payment from CITY for any unpaid PROJECT costs as determined in Section 2.c of this AGREEMENT.
- j) The COUNTY may terminate this AGREEMENT at any time by giving thirty (30) days' prior written notice to the CITY. The CITY may terminate this AGREEMENT as of the first day of July of any year upon thirty (30) days' prior written notice to the COUNTY.
- k) Upon termination of this AGREEMENT by either party, COUNTY shall refund any other unexpended credits or payments associated with the PROJECT that may have been provided by the CITY. Said assignment or refunds shall be after deduction of those funds necessary for the COUNTY to satisfy any unpaid PROJECT services. If there are inadequate funds available to satisfy any unpaid PROJECT services, the CITY shall pay the COUNTY the same.

IN WITNESS WHEREOF the parties hereto have duly caused this Agreement to be executed on the date hereinabove first written.

"CITY"

"COUNTY"

CITY OF ARVIN

COUNTY OF KERN

By _____
Jose Gurrola, Mayor

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
City of Arvin

APPROVED AS TO FORM:
Office of County Counsel

By _____
Shannon L. Chaffin, City Attorney

By _____

APPROVED AS TO CONTENT:
City of Arvin

APPROVED AS TO CONTENT:
County of Kern
Kern County Public Works Department

By _____
Jerry Breckinridge, City Manager

By _____
Craig Pope, Director

EXHIBIT A

Scope of Work:

Assist CITY by providing CONSTRUCTION MANAGEMENT for the Franklin Street Regional Surface Transportation Program project (Project). The Project consists of the reconstruction and re-grading of Franklin Street, construction of sidewalks, curbs/gutters, and appurtenant structures, including improvements required to comply with the current Americans With Disabilities Act standards.

The work will be performed at the following locations:

Street	Approximate Limits
Franklin Street	50' West of the Center Line of Stockton Avenue to 54.75' West of Derby Street
Stockton Street	55' south of the Center Line of Franklin Avenue to Franklin Avenue.
Butte Street	77' north of the Center Line of Franklin Avenue to Franklin Avenue

Estimated COST OF PROJECT: \$88,288.27



CITY OF ARVIN SUCCESSOR AGENCY Staff Report

Meeting Date: October 13, 2020

TO: Arvin City Council

FROM: Pawan Gill, Director of Administrative Services
Jerry Breckinridge, Executive Director

SUBJECT: A Resolution of the Board of Directors of the Successor Agency to the Dissolved Arvin Community Redevelopment Agency, to Approve A Subordination Agreement with Rafael Nunez and Juan Luis Nunez to Allow for Re-Financing of A Residence at 100 Gonzales Street, Arvin, Ca.

BACKGROUND:

The City's Redevelopment Agency used the Kern Housing Authority (HACK) to act on its behalf regarding loans made under the New Home Buyer's program. In 2008 the RDA made a loan of \$35,000 to Ralph Nunez and Juan Carlos Nunez (jointly "Borrower") which bears no interest and is due and payable in 2053. The RDA's trust deed and the regulatory agreement were recorded on June 6, 2008 against the Borrower's property located at 100 Gonzales ("Property").

The Borrower now wants to refinance the senior loan with Bank of America and requests that the City subordinate its note to the new senior loan.

The original purchase price paid for the Property was \$203,000. Bank of America provided the senior financing in the amount of \$161,385 (30 year term at 5+% interest). Arvin's New Homebuyer program provided a loan of \$35,000 (interest free) secured by a deed of trust in second lien position. The original loan to value ratio was approximately 96%. The current appraisal for the refinancing shows the property value at \$200,000, (A copy of the appraisal has been provided to the Successor Agency by the new lender).

Neither the regulatory agreement nor the Note executed by the Buyer require the Successor Agency to subordinate to refinancing which is very unusual especially as the note term becomes fully due and payable in 2053 (loan term was 45 years).

The original Bank of America loan has been paid down by Borrower and the new senior loan will be \$132,000. The new senior loan will only provide for refinancing of the existing senior loan with no funds distributed to Borrower.

With the new financing, the loan to value ratio will be 83% which means the Successor Agency's note is in a more secure position against the Property. The refinancing will also lower the interest rate on the senior loan to 3.25% fixed for a term of 15 years which is also beneficial for the Successor Agency's security position. (A copy of the loan term disclosure was provided to the Successor Agency and a copy is attached.)

Staff recommends that the Board agree to subordinate the Successor Agency trust deed to the new loan by executing the subordination agreement which has been prepared by Successor Agency Counsel's office

and approved by the title company. However, since subordination to the refinancing is not mandated by the existing agreements, the Board needs to review and authorize it.

As a condition to subordination, Successor Agency Counsel has prepared recording instructions to the title company specifying that as a condition to closing that the: (i) Successor Agency is to receive an updated ALTA loan policy insuring its loan in 2nd lien position at no cost to City; (ii) Borrower must execute a request for notice of delinquency (which mandates the senior lender to provide notice to the Successor Agency if payments under the senior lien are more than four months in arrears) which must be recorded; (iii) a request for notice of default is recorded; and (iv) Successor Agency is to receive an executed copy of all new senior loan to confirm the terms are as represented. A copy of the recording instructions is attached.

FINANCIAL IMPACT:

Approval of this item will subordinate an existing loan to a new mortgage.

RECOMMENDATION:

Staff recommends the Successor Agency Board adopt Resolution of the Board of Directors of the Successor Agency to the Dissolved Arvin Community Redevelopment Agency, to Approve A Subordination Agreement with Rafael Nunez and Juan Luis Nunez to Allow for Re-Financing of A Residence at 100 Gonzales Street, Arvin, Ca.

ATTACHMENTS:

Resolution

- Subordination Agreement
- Request For Notice Of Delinquency Under Section 2924e Civil Code
- Request For Notice Under Section 2924b Civil Code

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE DISSOLVED ARVIN COMMUNITY REDEVELOPMENT AGENCY, TO APPROVE A SUBORDINATION AGREEMENT WITH RAFAEL NUNEZ AND JUAN LUIS NUNEZ TO ALLOW FOR RE-FINANCING OF A RESIDENCE AT 100 GONZALES STREET, ARVIN, CA.

WHEREAS, in May of 2008, the owner of the residence at 100 Gonzales Street entered into a note in the sum of Thirty-Five Thousand Dollars (\$35,000) which was secured by that certain Deed of Trust dated May 20, 2008 and recorded on June 6, 2008 as Instrument No. 0208090769 in the Official Records of Kern County; and

WHEREAS, in 2012 the Arvin Community Development Agency was dissolved under state law, and City of Arvin is now acting as the Successor Agency to the Arvin Community Development Agency; and

WHEREAS, owners Ralph Nunez and Juan Carlos Nunez would like to refinance the property, but cannot do so until the Agency’s loan is subordinated to the new loan; and

WHEREAS, given the loan to value ratio and other considerations, the subordination would mean the Agency’s loan would be more secure if the property is refinanced; and

WHEREAS, the City of Arvin acting as the Successor Agency to the Arvin Community Development Agency now desires to subordinate its interest and enter into a subordination agreement.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency Board as follows:

1. The City Council of the City of Arvin acting as the Successor Agency to the Arvin Community Development Agency approves the Subordination Agreement attached as Exhibit “A” and authorizes the Chair to execute the same and to take any other action necessary to effectuate the subordination.
2. The City Council of the City of Arvin acting as the Successor Agency to the Arvin Community Development Agency also authorizes the execution of any other documents necessary to effectuate the subordination, including the Request For Notice Of Delinquency Under Section 2924e Civil Code and Request For Notice Under Section 2924b Civil Code collectively attached as Exhibit “B”.

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I HEREBY CERTIFY that the foregoing resolution was passed, approved and adopted by the Board of Directors of the Successor Agency to the Former Arvin Community Redevelopment Agency at a regular meeting thereof held on the 13th day of October 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

CECILIA VELA, Agency Secretary

**CITY OF ARVIN ACTING AS THE SUCCESSOR
AGENCY OF THE ARVIN COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
JOSE GURROLA, Chair

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, Successor Agency Legal Counsel
Aleshire & Wynder, LLP

I, _____, Secretary to the Board of Directors of the Successor Agency to the former Arvin Community Redevelopment Agency, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Successor Agency Board on the date and by the vote indicated herein.

Recording Requested By

First American Title Company

And when recorded mail to

Arvin as Successor Agency
 200 Campus Drive
 Arvin, CA 93203

Escrow no. 1503-5985292

APN 189-593-18-00-2

(Space above this line for Recorder's use)

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "**Agreement**"), made _____, 2020 by RAFAEL NUNEZ AND JUAN LUIS NUNEZ ("**Owner**") and CITY OF ARVIN ACTING AS SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY ("**Beneficiary**").

RECITALS:

A. Owner owns that certain real property in the City of Arvin, County of Kern, State of California commonly known as 100 Gonzales (APN 189-593-18-00-2) and legally described as ("**Property**"):

Lot 64 of Tract No. 6292, in the City of Arvin, County of Kern, State of California, according to the Map thereof recorded May 2, 2006 in Book 55 Page 31 of Maps, Kern County Records. Excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below the surface of said land, but with no right of surface entry, as disclosed in deeds of record.

B. In June 2008, Owner to secure a note in the sum of Thirty-Five Thousand Dollars (\$35,000) dated May ___, 2008 in favor of Arvin Community Redevelopment Agency ("**Original Beneficiary**") which was secured by that certain Deed of Trust dated May 20, 2008 and recorded on June 6, 2008 as Instrument No. 0208090769 in the Official Records of Kern County ("**Agency Deed of Trust**").

C. Due to the dissolution of redevelopment agencies under California law, Beneficiary is the successor in interest to the Original Beneficiary with respect to the Agency Note and Agency Deed of Trust.

D. Owner has executed, or is about to execute, a note in the amount of One Hundred Thirty-Two Thousand Dollars (\$132,000) ("**New Loan**") or less to be secured by a deed of trust dated

_____, 2020 (“**New Deed of Trust**”) in favor of PRIMELENDING, A PLAINSCAPITAL COMPANY, a Texas corporation (“**New Lender**”) payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently with this Agreement.

E. It is a condition precedent to obtaining the New Loan, the New Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of the Agency Deed of Trust.

F. New Lender is willing to make the New Loan provided the Deed of Trust securing the same is a lien or charge on the Property prior and superior to the lien or charge of the Agency Deed of Trust and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Agency Deed of Trust to the lien or charge of the New Deed of Trust in favor of New Lender.

G. It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; and Beneficiary is willing that the New Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Agency Deed of Trust.

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

- (1) That the New Deed of Trust securing the New Note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to the lien or charge of the Agency Deed of Trust;
- (2) That New Lender would not make the New Loan without this subordination Agreement; and
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Agency Deed of Trust to the lien or charge of the New Deed of Trust in favor of New Lender and shall supersede and cancel, but only insofar as would affect the priority between the respective deeds of trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Agency Deed of Trust, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that:

- (a) It consents to and approves (i) all provisions of the Agency Deed of Trust in favor of New Lender, and (ii) all agreements, including but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of the New Loan;
- (b) New Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Agency Deed of Trust in favor of the lien or charge upon the Property of the New Deed of Trust in favor of New Lender, and understands that in reliance upon, and in

consideration of its waiver, relinquishment and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement will be placed upon the Agency Note secured by the Agency Deed of Trust that the Agency Deed of Trust has been subordinated to the lien or charge of the New Deed of Trust in favor of New Lender.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN; A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

"OWNER"

RAFAEL NUNEZ

JUAN LUIS NUNEZ

"BENEFICIARY"

CITY OF ARVIN ACTING AS SUCCESSOR
AGENCY FOR THE ARVIN COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Jose Gurrola, Chair

Dated: _____, 2020

ATTEST:

Cecilia Vela, Successor Agency Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin,
Successor Agency Counsel

Attachment: Subordination Agreement - Nunez (Successor Agency: Subordination Agreement - 100 Gonzales St., Arvin)

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

State of California)
County of Kern) ss.

On _____, 2020 before me, _____
Notary Public personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

Seal

Attachment: Subordination Agreement - Nunez (Successor Agency: Subordination Agreement - 100 Gonzales St., Arvin)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Arvin Successor Agency
200 Campus Drive
Arvin, CA 93203
Attn: Agency Secretary

APN 189-593-18-00-2,

Exempt from recording fees per Govt Code 6103

**REQUEST FOR NOTICE OF DELINQUENCY
UNDER SECTION 2924e CIVIL CODE**

In accordance with California Civil Code Section 2924e, REQUEST IS HEREBY MADE that a written notice of any or all delinquencies of four (4) months or more in payments of principal or interest secured by that certain deed of trust recorded on _____, 2020, as Instrument No. _____ of Official Records of Kern County, California executed by RAFAEL NUNEZ AND JUAN LUIS NUNEZ as Trustor, to PRIMELENDING A PLAINSCAPITAL COMPANY, a Texas corporation as Beneficiary, and ALLAN B. POLUNSKY as Trustee and covering the land legally described as:

Lot 64 of Tract No. 6292, in the City of Arvin, County of Kern, State of California, according to the Map thereof recorded May 2, 2006 in Book 55 Page 31 of Maps, Kern County Records ("**Property**")

Be mailed to: City of Arvin as Successor Agency at 200 Campus Drive, Arvin, CA 93203, Attn: Agency Secretary, which is the lender under a junior loan secured by a deed of trust on the land described above ("**Junior Lien**").

The maturity date of the Junior Lien is defined in the Note as June 6, 2053.

Dated: _____, 2020

TRUSTOR/OWNER:

BENEFICIARY:

RAFAEL NUNEZ

CITY OF ARVIN ACTING AS SUCCESSOR
AGENCY TO THE ARVIN COMMUNITY
REDEVELOPMENT AGENCY

JUAN LUIS NUNEZ

By: _____
Richard "Jerry" Breckinridge,
Executive Director

Attachment: Request for Notice of Delinquency Nunez (Successor Agency: Subordination Agreement - 100 Gonzales St., Arvin)

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

STATE OF CALIFORNIA }ss:

COUNTY OF _____

On _____, 2020 before me, _____, a Notary Public, personally (here insert name and title of the officer) appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their authorized capacity(ies), and that by his\her\their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

This area for notary stamp)

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

STATE OF CALIFORNIA }ss:
COUNTY OF _____

On _____, 2020 before me, _____, a Notary Public, personally (here insert name and title of the officer) appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is\are subscribed to the within instrument and acknowledged to me that he\she\they executed the same in his\her\their authorized capacity(ies), and that by his\her\their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

This area for notary stamp)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Arvin Successor Agency
200 Campus Drive
Arvin, CA 93203
Attn: Agency Secretary

APN 189-593-18-00-2

Exempt from recording fees per Govt Code 6103

REQUEST FOR NOTICE UNDER SECTION 2924B CIVIL CODE

In accordance with California Civil Code Section 2924b, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 2020, in the Official Records of Kern County, California, and affecting the property legally described as:

Lot 64 of Tract No. 6292, in the City of Arvin, County of Kern, State of California, according to the Map thereof recorded May 2, 2006 in Book 55 Page 31 of Maps, Kern County Records.

executed by RAFAEL NUNEZ AND JUAN LUIS NUNEZ as Trustor, to ALLAN B. POLUNSKY as Trustee in favor of PRIMELENDING A PLAINSCAPITAL COMPANY, a Texas corporation as Beneficiary, be mailed to:

City of Arvin
200 Campus Drive
Arvin, CA 93203
Attn: City Clerk

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

CITY OF ARVIN ACTING AS SUCCESSOR AGENCY
TO THE ARVIN COMMUNITY REDEVELOPMENT
AGENCY

By: _____
Richard "Jerry" Breckinridge, Executive Director

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

State of California)

County of Kern)

On _____, 2020 before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN AND THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE DISSOLVED ARVIN COMMUNITY REDEVELOPMENT AGENCY APPROVING A COVENANT REGARDING DEVELOPMENT REQUIREMENTS WITH VANGUARD PROPERTY HOLDINGS, LLC. (JEWETT SQUARE AND NORTH-EAST CORNER OF WALNUT STREET AND BEAR MOUNTAIN BVLD).

WHEREAS, the City has spent approximately \$8,000,000.00 for streets, sidewalks, landscaping, Las Palmas Park, and other improvements with the goal of encouraging beneficial growth including a commercial center to the City in the area commonly known as Jewett Square; and

WHEREAS, Vanguard is the owner of approximately one acre of certain property located at the northeast corner of Bear Mountain Boulevard and Walnut Street (APN 190-250-17), which is located in a portion of Jewett Square (“Property”); and

WHEREAS, the Property is located in a planned unit development (PUD) district, a purpose of which is to encourage the planned development of parcels sufficiently large as to permit comprehensive site planning and building design; and

WHEREAS, the Arvin Community Development Agency owns several adjacent parcels in Jewett Square to the east, north east, and west of the Property (“Successor Agency Property”); and

WHEREAS, in 2012 the Arvin Community Development Agency was dissolved under State law, and City of Arvin is now acting as the Successor Agency to the Arvin Community Development Agency; and

WHEREAS, the Successor Agency and City also hold various fee or easement interests in various streets, sidewalks and other property within the city and the City is responsible for the planning and development of land within the city in such a manner so as to provide for the health, safety and welfare of the residents of the city; and

WHEREAS, consistent with the Arvin Municipal Code, the Successor Agency is commencing preparation of a master development plan for Jewett Square and is in the process of securing funding for the same; and

WHEREAS, Vanguard is one of the first private developers in Jewett Square and has submitted a preliminary site plan at approximately a 20% design level to the City for development of the Property with four commercial office suites currently anticipated to include medical office(s); and

WHEREAS, Vanguard wishes to immediately proceed with the development of the Property, and does not want to risk delay of construction and operation of the same pending completion of a master development plan for the area, including the Property; and

WHEREAS, Municipal Code Section 17.45.020 states that “a planned unit development district zone may be established and development commenced only upon demonstration that the PUD purposes will be achieved and that the applicant and his successors are willing and able to implement a master development plan in accordance with conditions and time schedules agreed upon between the applicant and the City;” and

WHEREAS, the City and Successor Agency desire to enter into a Covenant to confirm Vanguard’s willingness to enter into a master development plan, establish conditions and time schedules to allow immediate development of the Property with an approved site plan and consistent with the anticipated master development plan, and to implement a master development plan that will include annexation of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency Board and the City Council as follows:

1. The City Council of the City of Arvin finds that approval of this Covenant under the conditions present here would fulfill certain conditions of Arvin Municipal Code Chapter 17.45 (Planned Development District) so as to allow approval of a site plan for development of the Property pending preparation of a master development plan consistent with the planned unit development zone.
2. The City Council of the City of Arvin acting as the Successor Agency to the Arvin Community Development Agency, and the City Council of the City of Arvin acting for the City of Arvin, approve the Covenant Regarding Development Requirements attached as Exhibit “A.” The Executive Director and City Manager are authorized to execute the same on behalf of the Successor Agency and the City, respectively. The Executive Director and City Manager are authorized to make any non-material, technical, and clerical edits and corrections to the Covenant subject to approval as to form by the Successor Agency Legal Counsel and the City Attorney.
3. The Executive Director is authorized to execute an easement (or agree to other appropriate access) on behalf of the Successor Agency to Bear Mountain Boulevard through the property located immediately west of the Property (APN 190-250-05) for traffic access to Bear Mountain Boulevard from the Property as contemplated by the Covenant Regarding Development Requirements.
4. This Resolution shall become effective immediately.

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I **HEREBY CERTIFY** that the foregoing resolution was passed, approved and adopted by the Successor Agency Board at a regular meeting thereof held on the ____ day of October, 2020 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

**CITY OF ARVIN ACTING AS THE SUCCESSOR
AGENCY OF THE ARVIN COMMUNITY
REDEVELOPMENT AGENCY**

CITY OF ARVIN

By: _____
JOSE GURROLA, Chair

By: _____
JOSE GURROLA, Mayor

ATTEST

ATTEST

CECILIA VELA, Agency Secretary

CECILIA VELA, City Clerk

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP

By: _____
SHANNON L. CHAFFIN,
Successor Agency Legal Counsel

By: _____
SHANNON L. CHAFFIN,
City Attorney

I, _____, Successor Agency Secretary for the City of Arvin as the Successor Agency of the Arvin Community Redevelopment Agency, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the Successor Agency Board on the date and by the vote indicated herein.

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.

THIS COVENANT, is entered into this 19th day of October, 2020 by and between the CITY OF ARVIN, a municipal corporation (“City”) and the CITY OF ARVIN ACTING AS SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY (“Successor Agency”) on the one hand, and VANGUARD PROPERTY HOLDINGS, LLC, a California limited liability company (“Vanguard” or “Covenantor”) on the other. The City, Successor Agency, and Vanguard are jointly referred to herein as “the Parties.”

RECITALS

A. The City has spent approximately \$8,000,000.00 for streets, sidewalks, landscaping, Las Palmas Park, and other improvements with the goal of encouraging beneficial growth including a commercial center to the City in the area commonly known as Jewett Square, which is generally depicted on Exhibit “A”; and

B. Vanguard is under contract to purchase approximately one acre of certain property, located on the northwest corner of Bear Mountain Boulevard and Walnut Avenue, as depicted and legally described in Exhibit “B” attached hereto (“Property”), which is located in a portion of Jewett Square, and also is the property burdened by this Covenant; and

C. The Property is located in a planned unit development (PUD) district, a purpose of which is to encourage the planned development of parcels sufficiently large as to permit comprehensive site planning and building design; and

D. The Successor Agency owns several adjacent parcels in Jewett Square to the east, north east, and west of the Property that are currently undeveloped, more particularly described and depicted on Exhibit “C” hereto (“Successor Agency Property”). Additionally, Successor Agency and City hold various fee or easement interests in various streets, sidewalks and other property within the city and the City is responsible for the planning and development of land within the city in such a manner so as to provide for the health, safety and welfare of the residents of the city. That portion of the City/Successor Agency’s interest in real property most directly affected by this Covenant are public rights of way and property surrounding the Property including, but not limited to, Jewett Square and the Successor Agency Property, which are hereinafter collectively the “Benefitted Property”; and

E. Consistent with the Arvin Municipal Code, the Successor Agency is commencing preparation of a master development plan for Jewett Square and is in the process of securing funding for the same; and

F. Vanguard is one of the first private developers in Jewett Square and has submitted a preliminary site plan at approximately a 20% design level to the City for development of the Property with four commercial office suites currently anticipated to include medical office(s); and

G. Vanguard wishes to immediately proceed with the development of the Property, and does not want to risk delay of construction and operation of the same pending completion of a master development plan for the area, including the Property; and

H. Municipal Code Section 17.45.020 states that “(f)ive (5) acres or more may be considered for a planned district” and “a planned unit development district zone may be established and development commenced only upon demonstration that the PUD purposes will be achieved and that the applicant and his successors are willing and able to implement a master development plan in accordance with conditions and time schedules agreed upon between the applicant and the City;” and

I. The Parties desire to enter into this Covenant to confirm Vanguard's willingness to be annexed into and be made part of a master development plan area, and establish conditions and time schedules to allow for the immediate development of the Property subject to an approved site plan consistent with the anticipated master development plan, under the terms and conditions hereinafter more particularly set forth; and

J. Approval of this Covenant is intended to fulfill certain conditions of Arvin Municipal Code Chapter 17.45 (Planned Development District) to allow approval of a site plan for development of the Property pending preparation of a master development plan consistent with the planned unit development zone.

COVENANT

In consideration of the foregoing, the Parties mutually agree as follows:

1. Term and Effectiveness of Covenant: This Covenant shall become effective conditioned on: a) the execution of this Covenant by the Parties hereto; and a) title to the Property being transferred to and vested in Vanguard; and c) recordation of this Covenant by any Party. The Covenant shall continue until such time as the Property is annexed into an approved master development plan.

2. Consent and Annexation into an Approved Master Development Plan. The Covenantor hereby consents to annexation of the Property into a master development plan regulating the development of contiguous parcels in Jewett Square as contemplated by Chapter 17.45 of the Arvin Municipal Code. Covenantor shall execute whatever documentation as may be necessary and do all things required of to effectuate the annexation of the Property at such time as the City deems annexation to be in its best interest. The initial development of the Property shall comply with the approved site plan as contemplated herein and Covenantor shall not be required to otherwise conform with the master development plan upon annexation. Any modifications or improvements to the Property after annexation shall comply with the master development plan then in place. Covenantor acknowledges that the master development plan may be amended from time to time to accommodate development of other property within Jewett Square, and acknowledges that only the City has authority to approve amendment of the same.

3. Access to Bear Mountain Boulevard. If requested by Covenantor to facilitate development consistent with an approved site plan, the Successor Agency will provide an access easement to Bear Mountain Boulevard through the property located immediately west of the Property (APN _____) for traffic access to Bear Mountain Boulevard from the Property per the master development plan approved by the City for Jewett Square. In the alternative, if the master development plan has not yet been approved by the City, the Parties shall locate the access easement to Bear Mountain Boulevard at the location proposed in, or anticipated for, the master development plan, and the Successor Agency shall provide an access easement for the same for the benefit of the Property.

4. Access to Richard Street. Covenantor agrees to develop the Property to allow for construction and use of a future access roadway (or in the discretion of the City Engineer, another type of cross access between adjacent parcels) to allow fire and emergency access, as well as vehicle, bicycle, pedestrian, and other traffic, to enter from or exit onto Richard Street to the north of the Property consistent with City standards. It is the City's intent that Jewett Square be developed

with an access roadway to provide connectivity between Richard Street and the Successor Agency Property located to the west of the Property to Comanche Drive. It is also the City's intent that such access be located to allow traffic to turn north onto Walnut Avenue from Richard Street rather than being compelled to turn south toward Bear Mountain Boulevard, which will benefit the remainder of the Successor Agency Property located to the east of Walnut Drive in Jewett Square. If requested by either the City, Successor Agency, or the owner of any Benefited Property in writing, Covenantor shall, within 30 days, provide an access easement generally located in the north-west corner of the Property to facilitate connection to the immediately joining property to the north (APN _____) and Richard Street. Said agreement shall be consistent with the approved site plan and become a condition of approval thereof. The cost associated with providing said access easement shall be borne entirely by the party making such request. Nothing herein shall require Covenantor to provide an access easement to property it does not own.

5. Site Plan Conformity. Covenantor shall develop the Property pursuant to an approved site plan that is consistent with anticipated master development plan design standards to allow integration into the anticipated master development plan. Prior to approval of said site plan Covenantor shall meet with the City's Director of Administrative Services to discuss design standards requirements anticipated by the master development plan, including standards related to architectural style, lighting fixtures, color palates, etc. Covenantor shall then provide or amend the site plan application (or other entitlement as appropriate) to include those standards, or agree to said standards as conditions of approval for the site plan.

6. No Limitation of Authority or Approval of Entitlement. Nothing herein shall limit either the Successor Agency's or City's legislative or other authority, including its ability to impose conditions on development of the Property consistent with the Municipal Code or State law. Nothing herein shall constitute any approval or pre-commitment to approve any entitlement for development of the Property, nor shall it create any vested right for Covenantor develop the Property.

7. Obligation Running with Land. This Covenant shall burden the Property described and constitute a covenant running with the land in favor of and for the benefit of the Benefited Property and shall be binding upon the successors, transferees, and heirs of Covenantor. Covenantor consents to the recordation of this Covenant with the Kern County Recorder.

8. Waiver. The waiver by any Party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all Parties. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

9. Incorporation Of Attachments. All recitals and attachments to this Covenant, including all Exhibits referenced herein are incorporated herein by this reference.

10. Time is of the Essence. Time is of the essence of this Covenant, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

11. Ambiguities Or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Covenant, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Covenant, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most

strongly against the Party who caused the uncertainty to exist.

12. Severable Provisions. The provisions of this Covenant are severable. The invalidity or unenforceability of any one provision in this Covenant shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

13. Release of Conditions. The conditions and obligations of this Covenant shall remain in full force and effect until such time that the Property is annexed in to the master development plan; immediately upon annexation, or upon request by Covenantor thereafter, the City's Engineer shall issue a written release and thereafter record such release with the Kern County Recorder.

14. Attorney's Fees. If any 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 in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees, costs and legal expenses.

15. Limitation of Legal Acts. Except as provided by the Section entitled "Attorney's Fees," in no event shall any Party, or their officers, agents or employees, be liable in damages for any breach or violation of this Covenant, it being expressly understood and agreed a Party's sole legal remedy for breach or violation of this Covenant shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Covenant.

16. Venue. This Covenant shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Covenant and any rights and duties hereunder shall be Kern County, California.

17. Acknowledgement of Content. Each Party acknowledges it has read and fully understands the contents of this Covenant. This Covenant represents the entire and integrated Covenant between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Covenants, either written or oral. This Covenant may be modified only by written instrument duly authorized and executed by both City and Covenantor.

18. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

[Signatures on following page]

WHEN RECORDED MAIL TO:

CITY OF ARVIN
Attn: City Clerk
200 Campus Drive
Arvin, CA 93203

NO FEE – Government Code Section 6103

City of Arvin
Planning Department
141 Plumtree Drive, Arvin, CA 93203
Phone: 661-854-6183

**COVENANT REGARDING
DEVELOPMENT REQUIREMENTS**

THIS COVENANT, is entered into this 19th day of October, 2020 by and between the CITY OF ARVIN, a municipal corporation (“City”) and the CITY OF ARVIN ACTING AS SUCCESSOR AGENCY TO THE ARVIN COMMUNITY REDEVELOPMENT AGENCY (“Successor Agency”) on the one hand, and VANGUARD PROPERTY HOLDINGS, LLC, a California limited liability company (“Vanguard” or “Covenantor”) on the other. The City, Successor Agency, and Vanguard are jointly referred to herein as “the Parties.”

RECITALS

A. The City has spent approximately \$8,000,000.00 for streets, sidewalks, landscaping, Las Palmas Park, and other improvements with the goal of encouraging beneficial growth including a commercial center to the City in the area commonly known as Jewett Square, which is generally depicted on Exhibit “A”; and

B. Vanguard is under contract to purchase approximately one acre of certain property, located on the northwest corner of Bear Mountain Boulevard and Walnut Avenue, as depicted and legally described in Exhibit “B” attached hereto (“Property”), which is located in a portion of Jewett Square, and also is the property burdened by this Covenant; and

C. The Property is located in a planned unit development (PUD) district, a purpose of which is to encourage the planned development of parcels sufficiently large as to permit comprehensive site planning and building design; and

D. The Successor Agency owns several adjacent parcels in Jewett Square to the east, north east, and west of the Property that are currently undeveloped, more particularly described and depicted on Exhibit “C” hereto (“Successor Agency Property”). Additionally, Successor Agency and City hold various fee or easement interests in various streets, sidewalks and other property within the city and the City is responsible for the planning and development of land within the city in such a manner so as to provide for the health, safety and welfare of the residents of the city. That portion of the City/Successor Agency’s interest in real property most directly affected by this Covenant are public rights of way and property surrounding the Property including, but not limited to, Jewett Square and the Successor Agency Property, which are hereinafter collectively the “Benefitted Property”; and

E. Consistent with the Arvin Municipal Code, the Successor Agency is commencing preparation of a master development plan for Jewett Square and is in the process of securing funding for the same; and

F. Vanguard is one of the first private developers in Jewett Square and has submitted a preliminary site plan at approximately a 20% design level to the City for development of the Property with four commercial office suites currently anticipated to include medical office(s); and

G. Vanguard wishes to immediately proceed with the development of the Property, and does not want to risk delay of construction and operation of the same pending completion of a master development plan for the area, including the Property; and

H. Municipal Code Section 17.45.020 states that “(f)ive (5) acres or more may be considered for a planned district” and “a planned unit development district zone may be established and development commenced only upon demonstration that the PUD purposes will be achieved and that the applicant and his successors are willing and able to implement a master development plan in accordance with conditions and time schedules agreed upon between the applicant and the City;” and

I. The Parties desire to enter into this Covenant to confirm Vanguard's willingness to be annexed into and be made part of a master development plan area and establish conditions and time schedules to allow for the immediate development of the Property, subject to an approved site plan consistent with the anticipated master development plan, under the terms and conditions hereinafter more particularly set forth; and

J. Approval of this Covenant is intended to fulfill certain conditions of Arvin Municipal Code Chapter 17.45 (Planned Development District) to allow approval of a site plan for development of the Property pending preparation of a master development plan consistent with the planned unit development zone.

COVENANT

In consideration of the foregoing, the Parties mutually agree as follows:

1. Term and Effectiveness of Covenant: This Covenant shall become effective conditioned on: a) the execution of this Covenant by the Parties hereto; b) title to the Property being transferred to and vested in Vanguard; and c) recordation of this Covenant by any Party. The Covenant shall continue until such time as the Property is annexed into an approved master development plan.

2. Consent and Annexation into an Approved Master Development Plan. The Covenantor hereby consents to annexation of the Property into a master development plan regulating the development of contiguous parcels in Jewett Square as contemplated by Chapter 17.45 of the Arvin Municipal Code. Covenantor shall execute whatever documentation as may be necessary and do all things required to effectuate the annexation of the Property at such time as the City deems annexation to be in its best interest. The initial development of the Property shall comply with the approved site plan as contemplated herein and Covenantor shall not be required to otherwise conform with the master development plan upon annexation. Any modifications or improvements to the Property after annexation shall comply with the master development plan then in place. Covenantor acknowledges that the master development plan may be amended from time to time to accommodate development of other property within Jewett Square, and acknowledges that only the City has authority to approve amendments of the same.

3. Access to Bear Mountain Boulevard. If requested by Covenantor to facilitate development consistent with an approved site plan, the Successor Agency will provide an access easement to Bear Mountain Boulevard through the property located immediately west of the Property (APN 190-250-05) for traffic access to Bear Mountain Boulevard from the Property per the master development plan approved by the City for Jewett Square. In the alternative, if the master development plan has not yet been approved by the City, the Parties shall locate the access easement to Bear Mountain Boulevard at the location proposed in, or anticipated for, the master development plan, and the Successor Agency shall provide an access easement for the same for the benefit of the Property.

4. Access to Richard Street. Covenantor agrees to develop the Property to allow for construction and use of a future access roadway (or in the discretion of the City Engineer, another type of cross access between adjacent parcels) to allow fire and emergency access, as well as vehicle, bicycle, pedestrian, and other traffic, to enter from or exit onto Richard Street to the north of the Property consistent with City standards. It is the City's intent that Jewett Square be developed with an access roadway to provide connectivity between Richard Street and the Successor Agency

Property located to the west of the Property to Comanche Drive. It is also the City's intent that such access be located to allow traffic to turn north onto Walnut Avenue from Richard Street rather than being compelled to turn south toward Bear Mountain Boulevard, which will benefit the remainder of the Successor Agency Property located to the east of Walnut Drive in Jewett Square. If requested by either the City, Successor Agency, or the owner of any Benefitted Property in writing, Covenantor shall, within 30 days, provide an access easement generally located in the north-west corner of the Property to facilitate connection to the immediately joining property to the north (APN 190-250-09) and Richard Street. Said agreement shall be consistent with the approved site plan and become a condition of approval thereof. The cost associated with providing said access easement shall be borne entirely by the party making such request. Nothing herein shall require Covenantor to provide an access easement to property it does not own.

5. Site Plan Conformity. Covenantor shall develop the Property pursuant to an approved site plan that is consistent with anticipated master development plan design standards to allow integration into the anticipated master development plan. Prior to approval of said site plan Covenantor shall meet with the City's Director of Administrative Services to discuss design standards requirements anticipated by the master development plan, including standards related to architectural style, lighting fixtures, color palates, etc. Covenantor shall then provide or amend the site plan application (or other entitlement as appropriate) to include those standards, or agree to said standards as conditions of approval for the site plan.

6. No Limitation of Authority or Approval of Entitlement. Nothing herein shall limit either the Successor Agency's or City's legislative or other authority, including its ability to impose conditions on development of the Property consistent with the Municipal Code or State law. Nothing herein shall constitute any approval or pre-commitment to approve any entitlement for development of the Property, nor shall it create any vested right for Covenantor develop the Property.

7. Obligation Running with Land. This Covenant shall burden the Property described and constitute a covenant running with the land in favor of and for the benefit of the Benefitted Property and shall be binding upon the successors, transferees, and heirs of Covenantor. Covenantor consents to the recordation of this Covenant with the Kern County Recorder.

8. Waiver. The waiver by any Party of a breach by the other of any provision of this Covenant shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Covenant. No provisions of this Covenant may be waived unless in writing and signed by all Parties. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

9. Incorporation of Attachments. All recitals and attachments to this Covenant, including all Exhibits referenced herein are incorporated herein by this reference.

10. Time is of the Essence. Time is of the essence of this Covenant, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

11. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Covenant, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of the Covenant, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

12. Severable Provisions. The provisions of this Covenant are severable. The invalidity or unenforceability of any one provision in this Covenant shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

13. Release of Conditions. The conditions and obligations of this Covenant shall remain in full force and effect until such time that the Property is annexed in to the master development plan; immediately upon annexation, or upon request by Covenantor thereafter, the City's Engineer shall issue a written release and thereafter record such release with the Kern County Recorder.

14. Attorney's Fees. If any 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 in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees, costs and legal expenses.

15. Limitation of Legal Acts. Except as provided by the Section entitled "Attorney's Fees," in no event shall any Party, or their officers, agents or employees, be liable in damages for any breach or violation of this Covenant, it being expressly understood and agreed a Party's sole legal remedy for breach or violation of this Covenant shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Covenant.

16. Venue. This Covenant shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Covenant and any rights and duties hereunder shall be Kern County, California.

17. Acknowledgement of Content. Each Party acknowledges it has read and fully understands the contents of this Covenant. This Covenant represents the entire and integrated Covenant between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Covenants, either written or oral. This Covenant may be modified only by written instrument duly authorized and executed by both City and Covenantor.

18. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

[Signatures on following page]

Covenant Affecting Property
Vanguard Property Development, LLC
Page 6

IN WITNESS WHEREOF, the Parties have duly executed this Covenant on the day and year first above written.

“CITY”

CITY OF ARVIN,
a municipal corporation

By: _____
Jose Gurrola, Mayor

October _____, 2020

ATTEST:

Cecilia Vela, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

**CITY OF ARVIN ACTING AS SUCCESSOR
AGENCY FOR THE ARVIN COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jose Gurrola Jr., Chair

October _____, 2020

ATTEST:

Cecilia Vela, Successor Agency Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, Successor Agency Counsel

“COVENANTOR”

**VANGUARD PROPERTY
DEVELOPMENT, LLC,**
a California limited liability company

By: _____
*Petrus Tjandra, Member Manager

October _____, 2020

By: _____
*Chan Park, Member Manager

October _____, 2020

By: _____
*Novira Sunner, Member Manager

October _____, 2020

***Note:** Covenantor’s signature(s) shall be notarized, and appropriate attestations shall be included as may be required by the rules or regulations applicable to Covenantor’s business entity.

APPROVED AS TO FORM:

By: _____
Kristin A. Hagan, Esq.
Hagan Law Group, LLP

Attachment: Covenant re Development Standards - Vanguard Property Holdings, LLC (Successor Agency: Vanguard Property Holdings, LLC)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature: _____

OPTIONAL

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

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

EXHIBIT "A"



EXHIBIT "B"



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
 PARCEL 6 OF PARCEL MAP 7214, IN THE CITY OF ARVIN, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED MAY 28, 1985 IN BOOK 32, PAGES 17 AND 18, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE CITY OF ARVIN IN THAT CERTAIN DEED RECORDED JUNE 29, 2017 AS INSTRUMENT NO. 217083861 OF OFFICIAL RECORDS

APN 190-250-17

SUBORDINATION

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on { _____, 20____}, in the office of the Kern County Recorder, as Document No. { _____} of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Covenant Affecting Property Including Development Standards And Access.

DATED: _____, 2020

BENEFICIARY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach Notary Acknowledgment)



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

PB System™ SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT (“Agreement”), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 30th day of September 2020, by and between PLANETBIDS, INC., a California corporation, (“PlanetBids”) and the following customer (“Customer”) for the period from 10-16-20 to 10-15-25:

Customer Name:	<u>City of Arvin</u>
Street Address	<u>200 Campus Drive</u>
City, State ZIP	<u>Arvin, CA 93203</u>
Department:	<u>Public Works</u>
Principal Contact:	<u>Adam Ojeda</u>
Title:	<u>City Engineer</u>
Phone & Email:	<u>661.606.6060, aojeda@arvin.org</u>
Method of Payment:	<u>Net 30 days</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more fully described in Exhibit “A”.

- a) **“Services”** shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit “A” hereto:
 - (i) use of the PlanetBids “PB System™” by a specific number of Customer licensed System users
 - (ii) Additional Customer licensed module users
 - (iii) Vendor management and Bid management modules for vendor registration, posting and tracking Bid Requests and other information on Customer’s website or private internet network, and, at Customer’s option, to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories;
 - (iv) Advanced eBidding for Public Works add-on module;
 - (v) Evaluation Management add-on module;
 - (vi) Business Certification module;
 - Prequalification Management (CUPCCAA or Standard version)
 - Business Forms
 - (vii) Contract Management module;

- (viii) Insurance Certificate Management module;
- (ix) Insurance Certificate Management with My Insurance module;
- (x) Emergency Operations module (agency-wide access);
- (xi) an optional Reverse Auction feature that enables licensed Systems users to solicit bids from prospective suppliers selected by Customer in a price only based blind bidding process, which can be activated by giving notice thereof to PlanetBids in writing or by email
- (xii) access and use of the PlanetBids "Outreach" database.

Customer shall not have access or use of any modules or features not listed in Exhibit "A"

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's site on the PlanetBids PB System™. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or stored on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all such improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

Support Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

a) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":

- 1) Customization work in addition to standard set-up shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project.. PlanetBids shall not proceed until approval is received in writing from Customer.
- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 3, Exhibit "A", is available at rates set in Exhibit "B".
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on

Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary, at rates set forth in Exhibit "B".

b) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to alan@planetbids.com or mailed to the following address;

**PlanetBids, Inc.
13263 Ventura Blvd., Suite 101
Studio City, CA 91604
Attn: Alan Zavian**

3. Use of Services.

a) The compilations of data and content contained in the PlanetBids "Outreach" database is the proprietary information of PlanetBids. PlanetBids grants to Customer a non-exclusive right to use Outreach compilations solely in connection with bids and procurements solicited using the PlanetBids PB System™ Vendor Management and Bid Management. Customer agrees that it will not copy, use or access the Outreach compilations for any other purpose or for use in connection with any other bid or procurement solicitation service. In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

b) PlanetBids is not responsible for the content and/or transactions that Customer post on or through the Services. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and, in addition to other remedies for breach provided in this Agreement, to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operation policies.

1) Customer agrees to comply with all applicable laws, ordinances and regulations and prudent business practices related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

3) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) Although the Customer's solicitation, bid and contract information is collected, processed, managed and stored on the PlanetBids PB System™, PlanetBids does not control or monitor any of such information or processes and is not aware of the specific uses thereof by the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of or related to the communications or Bid Requests and the completed or uncompleted transactions of Customer utilizing the Services.

4. Warranty.

a) PlanetBids warrants that (i) the performance of Services by PlanetBids shall comply with all applicable federal, state, county and local laws and ordinances, and the PlanetBids PB System™ will comply with all applicable safety regulations and codes, (ii) all Services to be performed hereunder will be performed in a professional and workmanlike fashion and will comply with industry standards, (iii) the PlanetBids PB System™ does not infringe or violate any third party patent, copyright or other intellectual property, (iv) the PlanetBids PB System™ will be free from any liens, encumbrances or claims, and for a period of 90 days initial access by Customer, will conform in all material respects to applicable specifications and product descriptions. Further, PlanetBids will not knowingly include therein any malicious code designed to disrupt or otherwise impair the operation of the Services or to permit any surreptitious collection of information.

b) PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PLANETBIDS DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.

c) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

5. **Indemnity.** Each party will indemnify and defend and hold harmless the other party from and against all claims, liabilities, damages and expenses, including reasonable attorney fees, arising out of any property damage, personal injury or death, sustained by such other party as a result of the gross negligence or willful misconduct of the indemnifying party or its agents or employees.

6. Termination.

a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

b) Termination Other Than for Cause. Customer may terminate this Agreement without cause by giving PlanetBids no less than sixty (60) days written notice before the effective date of such termination. PlanetBids shall have no obligation to refund or prorate any fees or charges paid by Customer.

7. Confidentiality.

a) PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids.

b) Notwithstanding the foregoing, PlanetBids will have the right to use Customer's name in the performance of the Services, as a prospective user of products and services in the PlanetBids "Outreach" database, and to identify Customer as a customer and/or user of the Services for advertising, promotion and other reasonable business purposes. Further, PlanetBids may use any voluntary feedback of Customer for any reasonable business purpose that is not injurious to Customer.

8. Copyright Protection. The PB System™ and PlanetBids' date formats and compilations are protected by worldwide copyright laws and related international treaties, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

9. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. It is recommended that Customer use the latest browsers to ensure that the SSL protocol is acceptable and you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its usernames and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its username and password, but the Customer shall be responsible for all activity and charges incurred by such employees and any fees resulting from the activation of the Reverse Auction feature. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

10. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on Next Page -

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

Customer: City of Arvin

By: _____
Alan Zavian, Chief Executive Officer

By: _____
Jerry Breckinridge, City Manager

_____ (Date)

_____ (Date)

Attachment: PlanetBids, Inc. Support Services Agreement_10132020 (PlanetBid, LLC Support Services Agreement)

EXHIBIT "A"

**STATEMENT OF WORK
FOR SETUP, IMPLEMENTATION AND TRAINING**

1. Customer System Configuration:

Services available to Customer shall be utilized by the Public Works Department and shall include:

A. Access for up to one (1) full licensed user of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Vendor management and Bid management modules

B. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – Is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

3. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially install for Customer the specified number of licensed PB System™ users
- PlanetBids will provide a 2.0-hours training online for PB System™ Vendor Management and Bid Management modules

4. PB System™ set-up, implementation and training consists of the following:**A. Initial program definition**

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into PB System™ for each licensed user access for Customer.

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

5. Professional Services

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

6. Help Desk

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- A Level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). PB System™ related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.
- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

7. User License(s) Management

It is the responsibility of Customer to monitor and maintain usernames and passwords if and when a licensed user of the PB System™ needs to be reassigned to a new user within the Customer's organization.

EXHIBIT "B"

FEES AND PAYMENTS

a. **Support Fees.** Customer agrees to pay PlanetBids a total of \$19,609.05 for five years. Payment shall be due and payable 30 days from the time of execution of this Agreement, as outlined in Table (A):

- 1) **Set-Up Fee.** Set-up fees have been waived as a special help to Customer due to Covid-19 situation. Customer shall pay no set-up fee for the PB System™ installation, customization and testing of the PB System™ portal link to Customer's website, plus administrator set-up and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit "A".
- 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$19,609.05 for five years of this Agreement, as outlined in Table (A). A two (2) percent increase in fees applies each year for Year 4 and Year 5, as outlined in Table (A).

Table (A)

PB System™ MODULES	SETUP	YEAR 1 2020-2021	YEAR 2 2021-2022	YEAR 3 2022-2023	YEAR 4 2023-2024	YEAR 5 2024-2025
Vendor Management & Bid Management (1 Full User License)	\$0.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,952.50	\$4,031.55
Sub-Total	\$0.00	\$3,875.00	\$3,875.00	\$3,875.00	\$3,952.50	\$4,031.55
TOTAL		\$3,875.00	\$3,875.00	\$3,875.00	\$3,952.50	\$4,031.55
Grand TOTAL		\$19,609.05				

b. **Additional Services.** If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

- 1) Training: \$650.00, for a single online training session of up to 2 hours.
- 2) Data Retrieval and Restoration: \$145.00 per hour, unless otherwise quoted for a specific project.



CITY OF ARVIN Staff Report

Meeting Date: October 13, 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 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF KERN AND THE CITY OF ARVIN REGARDING TRANSFER OF TAX REVENUES UPON ANNEXATION

BACKGROUND:

With the passage of Proposition 13 and the associated implementation in 1978/79, significant changes were made to how property tax rates are set and how much revenue each governmental entity receives. Most notably, the total amount of ad valorem property taxes which could be levied on property by all local taxing agencies combined was limited to 1% of the value of the land and buildings. Property tax revenue from the 1% forms the base for the budgets of most counties, cities, schools and special districts.

After Proposition 13 passed, the California legislature added Section 99 to the California Revenue and Taxation Code which requires a city seeking to annex property and a county affected by such annexation to agree upon an exchange of property taxes derived from the property and available to the county and city following annexation of the property. These agreements are known as “property tax revenue exchange agreements,” or more commonly as “tax share agreements.”

There are two basic types of tax share agreements that are commonly used: Master tax sharing agreements (such as the one before the Council) and individual tax sharing agreements.

For master tax sharing agreements, counties, cities and special districts may negotiate standing master tax sharing agreements in order to gain consistency and speed the negotiation process on the exchange of base revenue. Master tax sharing agreements establish a fixed percentage split of negotiable property tax that is received by the County and the annexing city for annexations. These agreements provide for an upfront negotiated framework to process annexation requests.

Without a master tax sharing agreement, the sharing of property and/or sales tax revenues attributable to an annexation is negotiated on an individual basis when an annexation application is filed with the Local Agency Formation Commission (LAFCO). Absent an agreement concerning the exchange of revenues and the issuance of a certificate, LAFCO is powerless to proceed further with the annexation application.

In order to avoid annexation delays, Staff for the County of Kern and the City of Arvin have negotiated a proposed master tax share agreement in the form of a memorandum of understanding (MOU). The proposed MOU provides for:

- A five-year term (unless extended or otherwise terminated by the parties);
- City to receive 45% of the base property tax revenues after the deduction of the County's payments to the Educational Revenue Augmentation Fund (ERAF) that is required to be sent to schools;
- An independent audit process;
- The City to transfer to the County 100% of net sales and use tax revenues from existing businesses in the County that are located in the area of the proposed annexation territory;
- The City to transfer to the County 55% of net sales and use tax revenues from new businesses developed in the proposed annexation territory; and
- A "re-opener" clause should substantial changes occur in the City's agreement for fire services with the County.
- Taxes generated from Arvin's Measure L 1% local sales tax are excluded from this tax sharing agreement. City of Arvin will retain 100% of Measure L taxes generated from new and existing businesses from any new annexed territory by the City.

Based on current pending projects, current pandemic, and the projected economic forecast, Staff do not anticipate any significant development to occur within the City's sphere of influence that would require annexations into the City and which would be subject to the proposed MOU.

ENVIRONMENTAL REVIEW:

The approval of a master tax sharing agreement is not a "project" subject to the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378 as it merely involves a government fiscal activity that does not involve commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT:

Fiscal impact will vary depending on the number of properties annexed into the City during the term of the tax sharing agreement. Currently, staff do not anticipate any significant annexations to occur within this period. At build-out, five years hence, potential of an annual net increase between \$673,000 to \$941,000 to the City's general fund.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding between the County of Kern and the City of Arvin.

ATTACHMENTS:

- Resolution with attached Memorandum of Understanding (tax sharing agreement)
- Memorandum from the Nelson Dale Group to the City of Arvin summarizing recommended tax sharing splits between the City of Arvin and the County of Kern.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF KERN AND THE CITY OF ARVIN REGARDING TRANSFER OF TAX REVENUES UPON ANNEXATION

WHEREAS, with the passage of Proposition 13 and the associated implementation in 1978/79, significant changes were made to how property tax rates are set and how much revenue each governmental entity receives. Most notably, the total amount of ad valorem property taxes which could be levied on property by all local taxing agencies combined was limited to 1% of the value of the land and buildings. Property tax revenue from the 1% forms the base for the budgets of most counties, cities, schools and special districts; and

WHEREAS, after Proposition 13 passed, the California legislature added Section 99 to the California Revenue and Taxation Code which requires a city seeking to annex property and a county affected by such annexation to agree upon an exchange of property taxes derived from the property and available to the county and city following annexation of the property. These agreements are known as “property tax revenue exchange agreements,” or more commonly as “tax share agreements;” and

WHEREAS, counties, cities and special districts may negotiate standing master tax sharing agreements in order to gain consistency and speed the negotiation process on the exchange of base revenue; and

WHEREAS, absent an agreement concerning the exchange of revenues and the issuance of a certificate, the Kern Local Agency Formation Commission (LAFCO) cannot approve an annexation application; and

WHEREAS, without a master tax sharing agreement, the sharing of property and/or sales tax revenues attributable to an annexation would instead be negotiated on an individual basis when an annexation application is filed with the LAFCO; and

WHEREAS, in order to avoid annexation delays and to otherwise establish a basis for revenue sharing with the County of Kern, the City Council desires to enter into a master tax share agreement in the form of a memorandum of understanding (MOU) with the County of Kern.

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 approves the “Memorandum of Understanding Between the County of Kern and the City of Arvin Regarding Transfer of Tax Revenues Upon Annexation,”

attached hereto, and authorizes and directs the City Manager to execute the same on behalf of the City of Arvin. The City Manager is authorized to make any non-material, technical, and clerical edits and corrections to the MOU subject to approval as to form by City Attorney.

3. 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 13th day of October, 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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF KERN AND THE CITY OF ARVIN
REGARDING TRANSFER OF TAX REVENUES
UPON ANNEXATION**

This MEMORANUM OF UNDERSTANDING (hereinafter "MOU"), is made and executed this _____ day of _____, 2020, by and between the CITY OF ARVIN, a general law city of the State of California and a municipal corporation (hereinafter "CITY"), and the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY").

WITNESSETH:

WHEREAS:

(a) State law authorizes cities and counties to enter into master property tax sharing agreements to provide adjustments to the allocation of property taxes upon annexation; and,

(b) These applicable sections of State law are referenced below in pertinent part and as the parties hereto acknowledge, may be amended from time to time; and,

(c) CITY and COUNTY recognize that it is important that any tax sharing arrangements between CITY and COUNTY should be determined in advance to facilitate sound planning for development and the provision of services as a result of that development; and,

(d) CITY and COUNTY have worked together to develop a fair and equitable approach to tax sharing, maximizing locally available revenues; and,

(e) CITY and COUNTY seek to align the interests of both jurisdictions in a way that promotes and financially encourages future development; and,

(f) As provided for in this MOU, CITY and COUNTY intend to ensure the most timely, efficient and cost-effective delivery of services provided to the public.

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

Section 1. Recitals

1.1. The foregoing recitals are true and correct and are incorporated herein as part of this MOU.

Section 2. Definitions

2.1. "BASE PROPERTY TAX REVENUES" shall mean property tax revenues accruing to County in the fiscal year prior to the annexation, based on the AB-8 gross levy prior to adjustments and revenue transfers relative to the Educational Revenue Augmentation Fund (ERAF).

2.2. "ERAF FACTOR" is the percentage required by California Revenue and Taxation Code sections 97, et seq., to be multiplied by an affected agency's AB-8 gross levy in order to determine the amount of funds to be transferred to the schools for ERAF.

2.3. "1% AD VALOREM PROPERTY TAX" shall mean the 1% property tax authorized by Article 13A, section 1 of the California Constitution.

2.4. "1% AD VALOREM PROPERTY TAX REVENUES" shall mean the revenue resulting from the 1% AD VALOREM PROPERTY TAX assessed on the full value of the property in the Annexation Areas.

2.5. "GROSS SALES AND USE TAX REVENUES" shall mean sales tax on gross receipts from all sales of tangible personal property; use tax on the sales price of tangible personal property stored, used or consumed; and revenues allocated through Countywide or Statewide Pools to the extent that any and all of these can be allocated to a location within the Annexation Area. It includes any revenues subject to an exchange, flip, swap, in lieu of, or other adjustment occurring due to any State of California, City of Arvin, voter, or judicial action. It does not include any amount authorized by the City of Arvin voters extending the sales tax beyond the 1% Bradley-Burns rate for specific City of Arvin services.

2.6. "NET SALES AND USE TAX REVENUE" shall mean GROSS SALES AND USE TAX REVENUES less the County's proportionate share of state administration costs.

2.7. "COUNTY ERAF CONTRIBUTION" shall mean the BASE PROPERTY TAX REVENUES multiplied by the County's ERAF FACTOR.

2.8. "ANNEXATION" shall mean the completion of transfer of property pursuant to the Cortese-Knox Act from the COUNTY to the CITY following execution of this MOU.

2.9. "ANNEXATION AREA" or "ANNEXATION AREAS" shall mean properties annexed from the COUNTY into the CITY following execution of this MOU.

Section 3. Revenue Reporting

3.1. From and after the first fiscal year following the effective date of each Annexation, County Auditor will report to City and the County Administrative Office the actual amount of the 1% AD VALOREM PROPERTY TAX REVENUES from the Annexation Area available for allocation and distribution pursuant to this MOU. That information shall be provided no later than 30 days after the end of the applicable apportionment period as described in paragraph 4.2.

Section 4. Receipt and Allocation of 1% AD VALOREM PROPERTY TAX

4.1. City shall receive 45% of the BASE PROPERTY TAX REVENUES after deduction of the COUNTY ERAF CONTRIBUTION.

4.2. From and after the first fiscal year following the effective date of each Annexation, County Auditor will allocate property taxes by February 15 for the prior July through December apportionments, by June 15 for the prior January through April apportionments, and by August 15 for the May and June apportionments.

Section 5. Independent Audit

5.1. The Kern County Auditor shall promptly undertake and complete an audit of the property tax distribution upon the request of either party, after notice to the other party that an audit is requested. County Auditor will make any adjustments to payment of property taxes to City or County which are required as a result of the audit within 60 days of the audit results.

5.2. In the event the County Auditor determines there has been an overpayment, or improper withholding by either City or County, repayment shall be made within 30 days and interest shall be paid from the date of the overpayment or improper withholding, as applicable, compounded monthly at a rate equal to the

County's average pooled investment interest rate as of June 30 of the preceding fiscal year.

5.3. In the event the City or the County disagrees with the results of the audit performed by the County Auditor, the City and County shall jointly pay for an independent audit by an accounting firm on which the parties mutually agree.

Section 6. Allocation of Sales Tax Revenue

6.1. City will transfer to County 100% of NET SALES AND USE TAX REVENUE remitted to City from currently existing businesses located in the area of the proposed annexation territory. Each payment will be based on a full calendar year (January 1 through December 31) of data provided by the State Board of Equalization and remitted to County by June 30 of the following year.

6.2. City will transfer to County, as set forth herein, 55% of NET SALES AND USE TAX REVENUES City receives from new businesses developed in the proposed annexation territory pursuant to City's Bradley-Burns Uniform Sales and Use Tax Ordinance, Chapter 3.16 of the Arvin Municipal Code.

6.3. The County's share of the NET SALES AND USE TAX REVENUES shall be payable to County quarterly, within 30 days of receipt by City.

6.4. City shall document the actual GROSS SALES AND USE TAX REVENUES, as reported by the State Board of Equalization, to support the periodic payments made by the City to the County and provide this information to the County Auditor with the quarterly distribution of NET SALES AND USE TAX REVENUES. In the event the County Auditor is unable to reasonably validate the accuracy of sales tax allocations to the County, the County may request an independent audit under Section 5.3.

6.5. If the Bradley-Burns local sales tax allocable to cities statewide is increased above its current level(s) and is specifically accompanied by additional financial obligations for services or a delay or reduction in other local revenues available to cities, then the revenue distribution set out in paragraph 6.2 shall be adjusted so that the revenue allocable to the County under Section 6 of this MOU will be reduced in an amount equal to all of the impact of said increase in the Bradley-Burns local sales tax allocable to the City.

6.6. The adjustments provided for in paragraph 6.5 of this MOU include any changes in the portion of the Bradley-Burns local sales tax allocable to the City occurring due to any State of California, voter, or judicial action which has the effect of

substantively altering the fiscal outcomes for the City that this MOU was intended to provide.

Section 7. Additional Documents

7.1. City and County agree to cooperate in the execution of any additional documents which may be required to carry out the terms of this MOU.

Section 8. Effective Date

8.1. This MOU shall become effective upon the latest of the dates it is signed below by the City Mayor and the County Chairman of the Board.

Section 9. Term of this MOU

9.1. This MOU shall commence as of the date of execution by City and County, which date is stated at the beginning of this MOU and continue for a period of five years, unless terminated by mutual written agreement of the City and County.

Section 10. Renegotiation or Modification

10.1. The purpose of this MOU is: 1) to provide for the equitable exchange of revenues in accordance with the transfer of service responsibilities upon annexation; 2) to enable CITY to proceed with orderly territorial expansion and economic growth consistent with the terms of existing law; and 3) to maximize each party's ability to deliver essential governmental services. In entering into this MOU, the parties mutually assume the continuation of the existing state statutory schemes relating to the distribution of available tax revenues to local government, annexations, planning and other material matters set forth in this MOU, and that assumption is a basic tenet of this MOU.

10.2. It is, therefore, mutually understood and agreed that should substantial changes occur in state statutory law, court decisions, or state administrative decisions which negate the basic purposes of this MOU, this MOU shall be renegotiated within 120 days of either CITY or COUNTY providing notice pursuant to paragraph 10.4 requesting such review.

10.3. It is, therefore, mutually understood and agreed that should substantial changes occur in the City’s agreement for Fire Services with the County, this MOU shall be renegotiated within 120 days of either CITY or COUNTY providing notice pursuant to paragraph 10.4 requesting such review.

10.4. This MOU and any of the provisions, covenants and conditions set forth herein may be modified or amended only by a writing duly authorized by the respective governing bodies of COUNTY and CITY and executed by each party's authorized representative.

Section 11. Counterparts

11.1. This MOU may be executed in two counterparts, each of which shall constitute an original.

Section 12. Supersession

12.1. With respect to all future annexations, this MOU supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between County and City except as otherwise provided herein.

Section 13. Notice

13.1. All notices, requests, certifications or other correspondence required to be provided by the parties to this MOU will be in writing and will be delivered by certified mail to the respective parties at the following addresses:

County
County of Kern
County Administrative Office
ATTN: Thomas Brown
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301

City
City of Arvin
ATTN: City Manager
200 Campus Drive
Arvin, CA 93203

13.2. Notice by certified mail will be effective immediately upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Kern, State of California, on the dates set forth above.

COUNTY OF KERN, ("COUNTY")

CITY OF ARVIN, ("CITY")

By: _____
LETICIA PEREZ
Chair, Board of Supervisors

By: _____
JOSE GURROLA, JR
Mayor, City of Arvin

Dated: _____

Dated: _____

APPROVED AS TO CONTENT:

COUNTY ADMINISTRATIVE OFFICE

ARVIN CITY MANAGER

By: _____
RYAN ALSOP
County Administrative Officer

By: _____
JERRY BRECKINRIDGE
City Manager

KERN COUNTY AUDITOR-
CONTROLLER -COUNTY CLERK

By: _____
MARY BEDARD
Kern County Auditor-Controller-County
Clerk

APPROVED TO LEGAL FORM:

OFFICE OF THE COUNTY COUNSEL
MARGO A. RAISON, County Counsel

ARVIN CITY ATTORNEY

By: _____
JERRI S. BRADLEY, Deputy

By: _____
CITY ATTORNEY

Attachment: City of Arvin Agreement (3-5-2020) (Tax Sharing Kern County SOI)

MEMORANDUM			
TO:	Jeffrey Jones, Finance Manager R. Jerry Breckinridge, City Manager City of Arvin Thomas Brown Kern County Administrative Office	DATE:	February 7, 2020
FROM:	Roger Dale, Managing Principal Alan Levenson, Senior Associate The Natelson Dale Group, Inc.	FILE:	#4106
SUBJECT:	Summary of February 6, 2020 Meeting – Recommended Tax Sharing Splits Based on City-County Tax-Sharing Model		

This memorandum summarizes the discussion at the February 6, 2020 meeting between The Natelson Dale Group, Inc. (TNDG) and staff members from the Kern County Administrative Office and the City of Arvin. The meeting included three major agenda items:

1. TNDG explained the need to revisit the tentative tax-sharing percentages discussed at the group’s December 11, 2019 meeting, based on the County’s determination that it is not administratively feasible for the County to share a portion of the City’s Property Tax In-lieu of Vehicle License Fee (PTIVLF) revenue. In particular, the County’s current procedure for calculating the annual increase in each city’s PTIVLF is based on citywide assessed valuation (A.V.) increases. Once an area is annexed to a city, it becomes part of the citywide A.V. base. It is therefore impossible in subsequent years to accurately determine how much of the A.V. increase is attributable to annexation areas (versus A.V. growth within the original city boundaries).
2. The group carefully reviewed the development/land use assumptions for the sphere of influence (SOI) area and adjusted these assumptions to reflect the likely level of development activity within the 5-year horizon of the revenue-sharing agreement. The revised development assumptions are discussed below.
3. Based on the revised land uses assumptions, the group tentatively agreed to revenue-sharing percentages for property tax and sales tax revenues (PTIVLF revenues were not included as a sharable revenue source due to the administrative challenges noted in point #1 above).

The proposed tax-sharing splits would apply to the Arvin Sphere of Influence (SOI) area to be annexed by the City. It is intended that the agreed-upon tax-sharing formula would remain in effect for a period of five years. It was further agreed that the tax-sharing formula would be subject to revision once the

County has finalized its current review of the methodology by which the Kern County Fire Department allocates costs to cities which receive contracted fire protection and emergency medical services.

Revised Land Use Assumptions

As discussed during the meeting, the City believes that it is unlikely that any high-density residential development would occur in the SOI area within the next 5 years. The group further agreed that it would be realistic to assume that only 5% of annexed Low Density Residential (LDR) acreage would be developed within the 5-year forecast horizon. This percentage translates to 229 residential units (or an average of about 46 units per year).

For non-residential land uses, the group agreed to the following development assumptions for the next 5 years:

- General Commercial – 10% of the annexed acreage, translating to 104,189 square feet of commercial (retail) building space; and
- Heavy Commercial – 5% of the annexed acreage, translating to 287,733 square feet of industrial building area.

The residential and non-residential absorption assumptions are further detailed on Tables A-1 and A-2 of the accompanying Excel file.

Revised City Revenue Projections

Based on the revised land use assumptions, projected City revenues (before any sharing with County) for the SOI area are projected as follows (for the conservative or lower-revenue scenario):

Arvin / Kern County Annexation Revenue and Cost Analysis

Total Annual Revenue for Selected Revenue Sources (Low Scenario)

Property Tax	\$89,290	14%
Sales and Use Tax	135,507	21%
Property Tax in Lieu of VLF	411,477	65%
Subtotal	<u>\$636,274</u>	<u>100%</u>
All Other Revenue	\$300,991	
Grand Total	\$937,265	

Among the three major revenue sources originally considered sharable, the PTIVLF is by far the largest (representing 65% of the three revenue items combined). Since this item has been determined to not be sharable, it will accrue entirely to the City. As such, the County’s shares for the remaining revenue

Memorandum to City of Arvin and Kern County Administrative Office

February 7, 2020

Page 3

sources (property tax and sales tax) will need to be higher than originally estimated in order for both the City and the County to achieve positive cash flows for the annexation area.

Revised Revenue Sharing Formula

The following summarizes the agreed upon tax-sharing formula:

- The revised tax sharing proposal calls for the City and County to share general property tax and sales tax revenues. The City's PTIVLF revenue would not be subject to sharing; the City would retain 100% of this revenue source.
- Based on the fiscal cost/revenue projections and input from City and County staff, TNDG recommends a tax-sharing split of 55%/45% between the County and City, for both general property tax and sales tax¹.
- As shown on Summary Table 1 in the fiscal model (see attached), this recommended tax-sharing split would generate the following net fiscal impacts to the City and County on an annual basis:
 - City of Arvin: net fiscal surplus ranging from approximately \$673,000 (low scenario) to \$914,000 (high scenario)
 - Kern County: net fiscal surplus ranging from approximately \$207,000 (low scenario) to \$380,000 (high scenario)
- The recommended tax-sharing split is subject to revision based on forthcoming findings/recommendations from the County's Fire Cost Allocation study. This study (which is nearing completion) is investigating potential revisions to the County's methodology for allocating costs to the nine incorporated cities that contract with the Kern County Fire Department for fire protection service and emergency medical services.

¹ The sales tax sharing formula would only apply to the standard Sales and Use Tax; Measure L sales tax revenue would not be subject to sharing.

Summary Table 1
City-County Revenue Sharing Splits
Arvin / Kern County Annexation Revenue and Cost Analysis

Revenue Sharing Variables	County	City
Property Tax Split	55.0%	45.0%
Sales Tax Split	55.0%	45.0%
VLF/Property Tax Split	0.0%	100.0%

Region	Net Fiscal Impact by Senario	
	Low	High
City of Arvin	\$672,876	\$914,371
Kern County	\$206,632	\$380,238



CITY OF ARVIN
Staff Report

Meeting Date: October 13, 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 APPROVING AGREEMENTS WITH SERBAN SOUND, GRANICUS, AND DIAMOND IT FOR INSTALLATION AND SUPPORT OF A VIDEO SYSTEM IN THE CITY COUNCIL CHAMBERS AND RELATED ITEMS, AND ADOPTION OF A CEQA CATEGORICAL EXEMPTION

The City of Arvin desires to install a video, sound, and display system (project) in its City Hall Chambers. This system is designed so that citizens of Arvin can view Planning Commission meetings, City Council meetings, and other meetings of public interest via live media streaming.

Funding for this project is via the CARES act in support of public health measures for the City as via a live streaming service citizens will not have to attend meetings in person in order to observe and participate in the business of the City.

A committee consisting of Mayor Jose Gurrola, Councilmember Mark Franetovich, City Manager Jerry Breckinridge, Finance Director Jeff Jones, Administrative Services Director Pawan Gill, City Clerk Cecilia Vela, and City Engineer Adam Ojeda was formed to define the project, discuss the project with vendors, and finally prepare a recommendation to the City Council to approve the project. The committee met several times during September and October, 2020. This staff report serves as the recommendation of the committee to proceed with the project.

Although Arvin Municipal Code Section 3.08.060 establishes a Request for Proposal (RFP) process for purchases over \$30,000, due to the ongoing City's State of Emergency section 3.08.070 (B) (1) applies in this case. This section states "Bidding or open market procedure may dispensed only when: "An emergency requires that an order be placed with the nearest available source of supply." In addition to that section, on September 4, 2020 the Council adopted a resolution regarding purchasing which states "[G]iven 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.” It should also be noted the CARES act itself waives the Federal procurement processes and replaces it with one of “due diligence”.

In respects to due diligence, the City Clerk reached out to three local vendors regarding the Video and Sound portion of the project. The first vendor, one that has provided services of this type to the City in the past unfortunately is now out of business due to impacts from the COVID-19 economy. The second vendor indicated that they could not get to this project before the City’s deadline of December 30th, 2020. That vendor referred the City to Serban Sound, which then provided a detailed quote on this project. The software vendor which provides the live streaming service and internal support, Granicus, is already doing business with the City in the area of on-line agenda support and archives. The third vendor, Diamond IT is the City’s existing IT contractor and will provide ancillary cabling and hardware services to Serban Sound on this project.

This project consists of three different parts - the City Hall Audio Video System, provided by Serban Sound and Communications, the Live Stream, Transparency Suite, and Vote Cast package by Granicus, and Council Chambers Technology Update by Diamond IT.

Audio Video System: This state-of-the art audio and video system will allow the City the capabilities of displaying video feeds from a local PC, conference (chamber) room cameras including agenda and voting results on multiple new High Definition displays as well as streaming offsite through the Granicus system. The system will also include individual microphones and speakers for both the council and staff members delivering proper sound coverage and microphone teligibility. The system functions will be controlled through a custom designed Creston system with a touch panel display for easy control from the City Clerk’s station. This system will include a wireless headset translation system and ALS system for ADA compliance. The cost of the system is quoted at \$142,797.18 which is bid at “prevailing wage rates”. The Finance Director also recommends that a 10% contingency be added to the contract should the city desire any agreed upon change orders. Thus the contract for Serban Sound and Communications shall need not exceed \$157,076.90. Please refer to attachment -1- for the full details of the Serban Sound and Communications portion of this project.

Granicus Live Streaming, Government Transparency, Encoding and Spanish Language Translation Services: Granicus will provide the software, technology, and encoding appliance hardware to promote live streaming of Council meetings, electronic recording of voting, display of voting casting. Granicus will also provide capabilities for Spanish translation/viewing of Council meetings. The cost of installation for this package by Granicus is estimated to be \$10,940, however at the time this staff report was prepared the package pricing is still being negotiated with the vendor. An update will be provided at the time of the agenda item being

discussed on October 13th. A five year subscription for services provided by Granicus is estimated at \$28,074 per year. Of this amount, all but \$7,500 will be funded by the CARES act. Please refer to attachment -2- for the full details of the Granicus portion of this project.

Diamond IT Chambers Technology Upgrade: Currently, the City has limited wireless and network connectivity in the Council chambers building. Diamond IT will provide the networking and wireless coverage to accommodate the additional audio visual upgrades required for the project. Diamond IT will provide the following services in support of the project: Install new network up-links and cabling, install new UPS devices for Council Chambers networking, install a new network switch for Council Chambers networking, and installation of new access points in the Council Chambers. The cost of work performed by Diamond IT in support of this project will not exceed \$7,991.93. Please refer to attachment -3- for the full details of the Diamond IT portion of this project.

ENVIRONMENTAL:

Staff has performed a preliminary environmental assessment of this project and determined that it falls with the Categorical Exemption set forth in CEQA Guidelines Section 15301 (Existing Facilities), as these contracts are for the installation of video and sound equipment in existing structures and buildings at City Hall involving negligible or no expansion of existing facilities. Further, Staff has determined that none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project.

RECOMMENDATION:

That the City adopt the recommendation of the committee, adopt a Class 1 Categorical Exemption (Existing Facilities) for the project under CEQA Guidelines Section 15301, and authorize the City Manager to (1) execute an agreement with Serban Sound and Communications in an amount not to exceed \$157,076.90, (2) execute an agreement with Granicus in the amount of not to exceed \$10,940.00 for installation services, (3) authorize the City Manager to sign a five year services contract with Granicus in an amount not exceed \$140,370.00, and (4) execute an agreement with Diamond IT in an amount not to exceed \$7,991.93.

FINANCIAL IMPACT:

The Serban Sound and Communications system cost of \$157,076.90 is funded by a portion of the City's CARES act grants from the State of California and Kern County.

The installation cost of the Granicus technology package, \$10,940.00 is covered under CARES act funding. The cost a five year subscription for the Granicus software is \$140,370 of which \$108,870 will be funded by the CARES act. The remainder of the Granicus five year subscription, \$ 37,500 for Peak Agenda Management will be expensed via the General Fund at a rate of \$7,500 annually. This is because the Peak Agenda Management (formerly MinuteTraq) is a service which is already included in the City's FY 21 existing budget and thus is not eligible for CARES act funding as it is an existing service that the City receives from Granicus.

The Diamond IT portion of this project, \$7,991.93 is funded by a portion of the City's CARES act grants from the State of California and Kern County.

ATTACHMENTS:

- 1- Proposal from Serban Sound and Communications
- 2- Proposal from Granicus
- 3- Proposal from Diamond IT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARVIN APPROVING AGREEMENTS WITH SERBAN SOUND, GRANICUS, AND DIAMOND IT FOR INSTALLATION AND SUPPORT OF A VIDEO SYSTEM IN THE CITY COUNCIL CHAMBERS AND RELATED ITEMS, AND ADOPTION OF A CEQA CATEGORICAL EXEMPTION

WHEREAS, the City of Arvin desires to install a video, sound, and display system (project) in its City Hall Chambers; and

WHEREAS, this system is designed so that citizens of Arvin can view Planning Commission meetings, City Council meetings, and other meetings of public interest via live media streaming; and

WHEREAS, funding for this project is via the CARES act in support of public health measures for the City as via a live streaming service citizens will not have to attend meetings in person in order to observe and participate in the business of the City; and

WHEREAS, a committee was formed to define the project, discuss the project with vendors, and finally prepare a recommendation to the City Council to approve the project; and

WHEREAS, The committee met several times during September and October, 2020; and reached a recommendation for the City Council to approve the project; and

WHEREAS, Arvin Municipal Code (“AMC”) section 3.08.70 (Bidding procedures generally) provides that the purchase of supplies, equipment, materials, and public works projects shall be by bid procedures pursuant to AMC sections 3.08.080 and 3.08.090, unless one of the listed exceptions apply; and

WHEREAS, one of the exceptions under AMC section 3.08.070 B 1. states that bidding or open market procedure may be dispensed only when: “An emergency requires that an order be placed with the nearest available source of supply”; and

WHEREAS, on September 4, 2020 the Council adopted a resolution regarding purchasing which states “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; and

WHEREAS, the CARES act waives the Federal procurement processes; and

WHEREAS, this project consists of three different parts, (1) the City Hall Audio Video System, (2) the Live Streaming, Government Transparency Project, and (3) an upgrade to the

Council Chambers technology capacity

WHEREAS, the committee recommends that the City Hall Audio Video System portion of the project be procured from Serban Sound and Communications; and

WHEREAS, the committee recommends that the Live Streaming, Government Transparency Project services be procured from Granicus; and

WHEREAS, the committee recommends that the City enter into a five year services agreement with Granicus for Government Live Streaming, Government Transparency, Encoding, and Spanish Translation Services; and

WHEREAS, the committee recommends that the Council Chambers technology upgrade services be procured from Diamond IT;

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

1. The City has performed a preliminary environmental assessment of this project and determined that it falls with the Categorical Exemption set forth in CEQA Guidelines Section 15301 (Existing Facilities), as these contracts are for the installation of video and sound equipment in existing structures and buildings at City Hall involving negligible or no expansion of existing facilities. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project. As such, the City Council adopts a Class 1 Categorical Exemption (Existing Facilities) for this project under CEQA Guidelines Section 15301.
2. The City Council finds that the exception to the competitive bidding process set forth in AMC 3.08.070B 1 is satisfied based on the City Council's approval on September 4, 2020 of a resolution which 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.
3. The City Council authorizes the City Manager to purchase on the City's behalf an audio video sound system from Serban Sound and Communications in an amount not to exceed \$157,076.90, and to enter into any agreement(s) necessary for the same.
4. The City Council authorizes the City Manager to enter into a contract with Granicus for installation of Live Streaming, Governmental Transparency, Encoding and Spanish Translation services in an amount not to exceed \$10,940.00.
5. The City Council authorizes the City Manager to enter into a five year service agreement with Granicus for services listed under (4) in an amount not to exceed \$140,370.00.

6. The City Council authorizes the City Manager to procure Council Chambers Technology Upgrade services as further defined in a quote from Diamond IT in the amount of \$7,991.93, and to enter into any agreement(s) necessary for the same.
7. The City Council approves and adopts any budget amendments as deemed necessary by the Finance Director in order to procure the items listed in (3), (4), (5), and (6).
8. The City Manager is authorized to make any non-material, technical, and clerical edits and corrections to the agreements listed in (3), (4), (5), and (6) subject to approval as to form by City Attorney.
9. This resolution is effective immediately upon adoption.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Arvin at a Regular Meeting thereof held on the 13th day of October, 2020 by the following vote:

ATTEST

CECILIA VELA, City Clerk

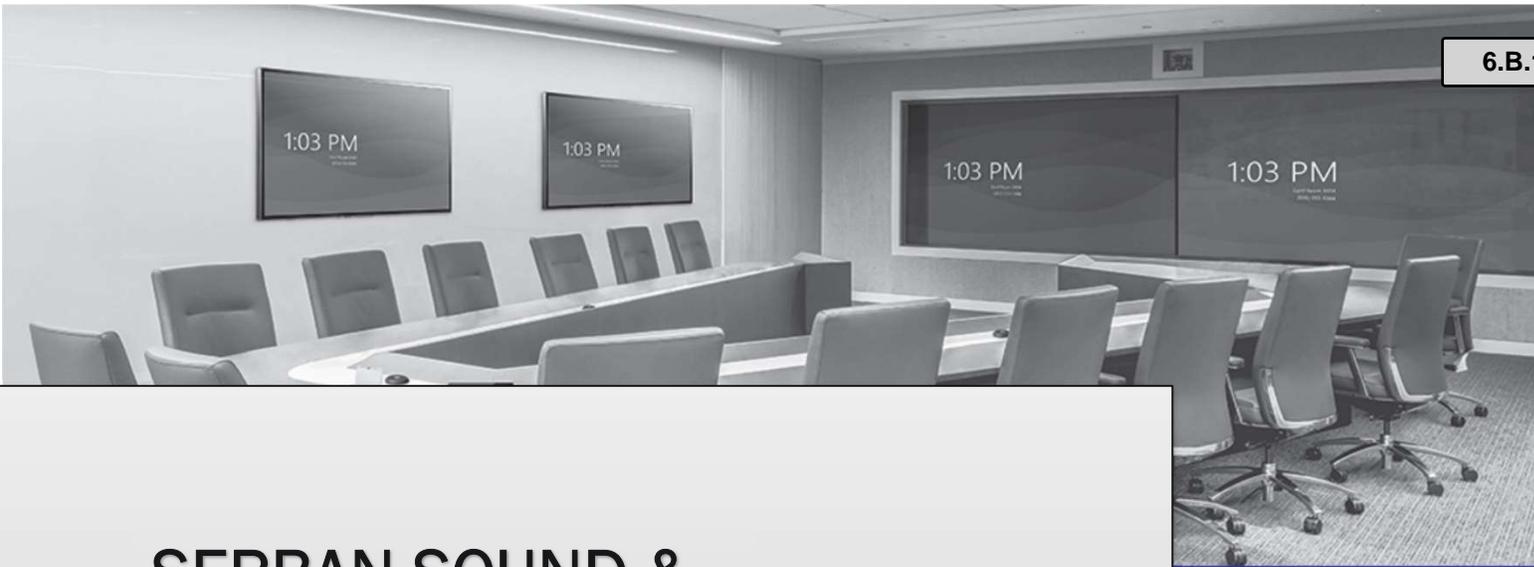
CITY OF ARVIN

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.



SERBAN SOUND & COMMUNICATIONS

PROPOSAL FOR:

City of Arvin:

Project: Chamber Audio Video system

Prepared by: Jerry Page / Senior Account Manager

jerry@serban.com

www.serban.com

661-371-3300 ext:136

October 1, 2020



Serban Sound and Communications submits the following proposal for your approval.

Project: City of Arvin City Hall Audio Video System

System Descriptive:

This state-of-the-art audio and video system will allow the City the capabilities of displaying video feeds from a local PC, conference room cameras including agenda and voting results on new High Definition displays as well as streaming offsite through the Granicus system. The system will also include individual microphones and speakers for the council and board members delivering proper sound coverage and microphone teligibility. The system functions will be controlled through a custom designed Creston system with a touch panel display for easy control from the clerk's seat. This system will also include a wireless headset translation system and ALS system for ADA compliance. Below is a system by system breakdown and functions.

Video System:

Serban to install (5) new 75" High Definition commercial grade displays inside the chamber room. (1) outdoor ultra-bright 46" display will be installed for any overflow in the courtyard area. (2) new HD fixed lens block cameras will be placed in the room for to capture HD video feeds from council members area as well as the guest speaker located at the podium. Serban will install a multiplexer that will consist of one main image of the board members and a smaller picture in picture image of the guest podium. Serban will install a video switcher that will allow up to 8inputs and 8 outputs for video distribution. Serban will supply (1) output for the Granicus system for office video distribution and sell and (1) input for the Granicus video output such as the countdown timer, voting results and agenda. (1) Brightsign Digital Signage player will be installed allowing informational slide shows on all TV's.

Audio System:

Serban to install (11) Shure wired microphones with build in speakers and individual volume control at the Dias and other board members seats. Serban to install (1) microphone at the podium for guest speaker. The clerk will have individual microphone volume levels for all microphones as well as muting and unmuting of all microphones. Serban will also supply (1) Shure handheld wireless microphone system. All audio routing and feedback suppression will be done by the Serban supplied Digital Signal Processor. Serban will install (1) 4 zone amplifier including (4) surface mount speakers in the following areas. The clerk will be able to adjust the volume levels as well as muting/unmuting in the 4 different audio zones as needed. (1) Denon rack mount recorder will also be installed in the equipment rack for audio recording.

Speakers - **Main Hall:** (2) Bose surface mount speakers in white. **Outside Courtyard area:** (1) Vandal resistant surface mount speaker. **Back meeting room:** (1) Soundbar located under the existing TV.

Control System:

Serban to install a Crestron system to control power on/off audio levels including muting/unmuting and video switching. All controlling will be done easily through the 10" tabletop mounted touch panel located at the clerk's desk.

Racking equipment:

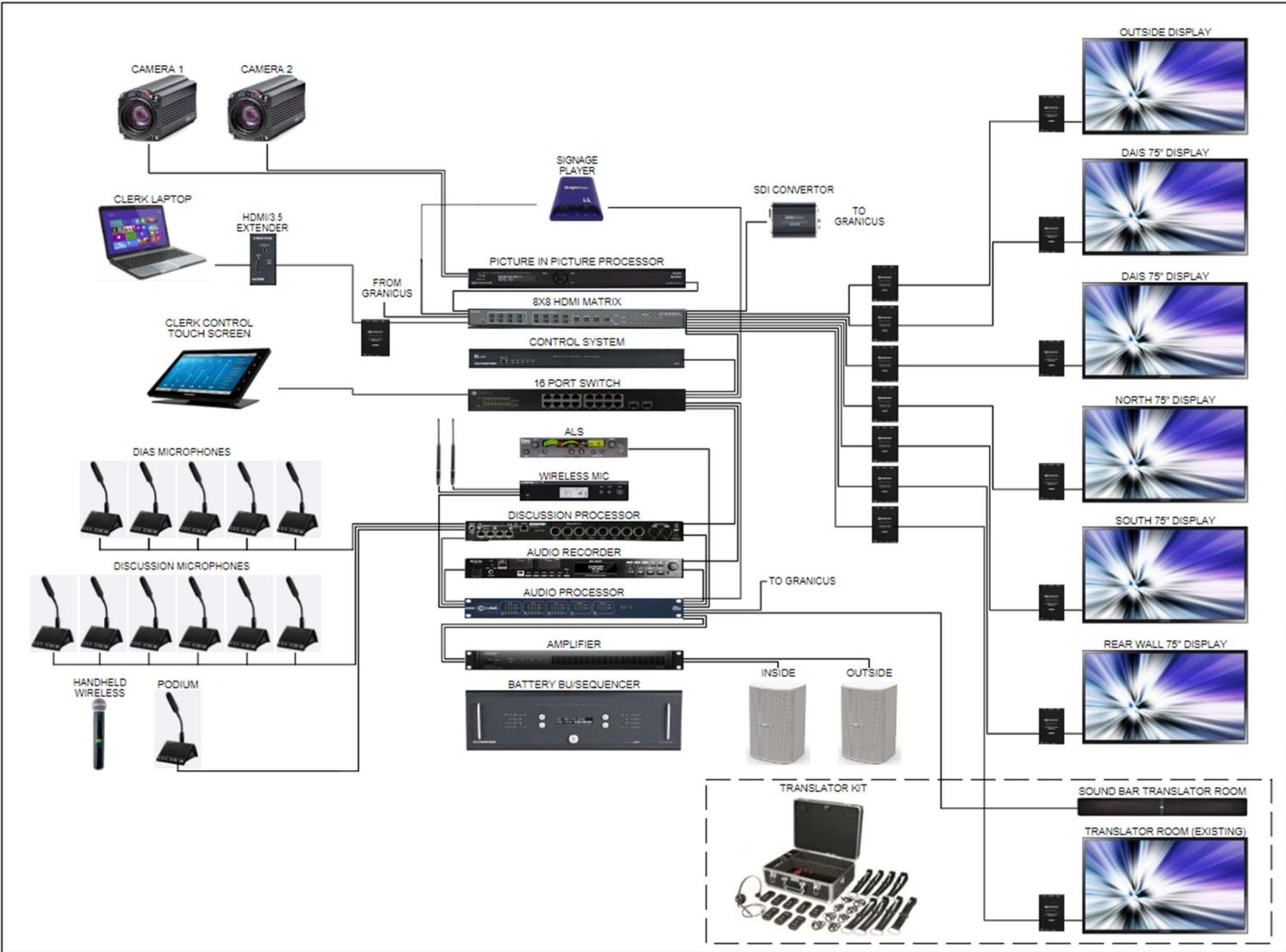
Serban to install a new 24U wall mounted rack in replacement of the existing 8U rack. Serban will install all rack mounted equipment in the wall mount rack and include a power sequencer and (1) 1200VA UPS for the AV rack.

Wire pathways and Conduit:

Serban will contract to a Licensed electrical contractor to install power and low voltage pathways the TV screens and speakers. The wire pathways will consist of EMT conduit and wire mold installation. The majority of the EMT conduit will be installed on the outside of the building like existing above the breezeways along with low profile wire mold inside the chamber area including back rooms. There is currently a dedicated conduit sleeve that runs from the Dais to the existing sound equipment rack. Serban will use this as a dedicated conduit for the proposed audio video upgrades. In areas inside the building that require a wire pathway Serban may use a now profile aluminum raceway on the floor that is ADA compliant.

Major Parts List:

- (1) Crestron 3-Series Control System
- (1) Crestron 10.1" Touch Screen, Black Smooth
- (1) Crestron Table Top Kit for 10" TP - Black
- (3) Wired Ethernet Module with 2 COM Ports
- (1) Data Wall Rack, w/ Plexi Door, 24 Space
- (1) 2 SPACE (3 1/2") UTILITY DRAWER, BLACK POWDER COAT FINISH
- (2) 1 SPACE (1 3/4) RACKSHELF
- (1) Gigabit Switch with Partial PoE+ and Rear Ports (130w POE)
- (1) Crestron Uninterruptible Power Supply and sequencer,
- (1) 12x8 Signal Processor with BLU link
- (1) BLX24 RCVR with SM58 Handheld wireless microphone system
- (2) Bose DesignMax DM5SE – White indoor/outdoor speakers
- (1) Crestron Saros® Sound Bar 200, Powered, Black
- (1) Bose PowerShare PS404A
- (1) Shure Central Control Unit
- (1) Shure Power supply
- (12) Shure DIS Microphone/speaker bacs station
- (12) Shure Microphone 16" gooseneck mic for DIS systems
- (2) Shure Spk + Function overlay, 10 pack
- (1) Shure DIS Feature license
- (7) Crestron DM Lite – HDMI® over CATx Transmitter, Surface Mount
- (7) Crestron DM Lite – HDMI® over CATx Receiver, Surface Mount
- (1) Extron 8x8 4K/60 HDMI with 2 Audio Outputs
- (1) Crestron 4K Multi-Window Video Processor
- (1) Crestron HDMI to SDI Converter for Granicus
- (1) Crestron SDI to HDMI Converter for Granicus
- (2) Data Video fixed lens HD Block Camera
- (5) Chief Tilt Wall Bracket
- (5) LG 75"commercial displays
- (1) Samsung Outdoor Display 46"
- (1) Denon Network SD/USB Audio Recorder
- (1) Stationary RF Transmitter Package 1
- (4) Intelligent DSP RF Receiver (72MHz)
- (4) Universal Ear Speaker
- (2) Intelligent Ear Phone/Neck Loop Lanyard
- (1) 4-Port USB Charger
- (1) LE Venue Awareness Kit
- (1) 8-person wireless translator system
- (1) Brightsign digital signage player with 3-year cloud subscription included





SERBAN
sound & communications

141. 661 371-3300 312 Kentucky St.
 fax. 661 371-2626 Bakersfield CA 93308
 california contractor www.serban.com
 license # 401115

PROJECT:
CITY OF ARVIN
DRAWING TITLE:
BOARD ROOM ONE LINE AUDIO/VIDEO
DRAWN BY:
C WRIGHT
CHECKED BY:
J PAGE
DATE:
9/20
SCALE:
N.T.S.
OL1

Attachment: SERBAN SOUND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)

MB#520017

Base Price: \$142,797.18

This quote is based with prevailing wage rates and includes certified Payroll for DIR compliance.

Serban's price is contingent upon:

1. Any changes not contained in the scope of work will be documented in writing and agreed by both the customer and Serban Sound and Communications.
2. All areas affected by the scope of work are accessible during normal working hours 8:00am to 5:00pm.
3. Pricing Valid for 30 days from October 1, 2020.

Bid Exclusions:

- Conduit, Backboxes, and Power unless noted.
- Any Lead and Asbestos testing or abatement.
- Any structural engineering requirements.
- Pollution Liability Insurance, Builders Risk Insurance.
- Submittals Permits and fees.
- Payment and Performance Bonds.
- Removal of existing or abandoned cable.

Signature_____

Date: _____

Purchase Order Number_____

I hope that we will be able to provide you with all the resources necessary to fulfill your needs. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jerry Page
 Serban Sound & Communications
 Voice : 661.371-3300 ext136
 Fax: 661.371- 2626
 Email: jerry@serban.com

Attachment: SERBAN SOUND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)

Granicus Proposal for Arvin, CA

This quote is for budgetary purposes only. Please do not submit a Purchase Order against this document. Pricing is subject to change based on the scope. Please contact your Granicus representative for an official quote, which will include a period of performance, final pricing, and terms and conditions.

Granicus Contact

Name: Nick Manzek

Phone:

Email: nick.manzek@granicus.com

Proposal Details

Prepared On: 9/11/2020

Valid Through: 11/9/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Government Transparency - Setup & Configuration	Up Front	1 Each	\$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	\$3,500.00
Granicus Video - Online Training	Upon Delivery	6 Hours	\$0.00
Meeting Efficiency - Setup & Configuration (Standard)	Up Front	1 Each	\$900.00
Minutes - Online Training	Upon Delivery	6 Hours	\$1,350.00
VoteCast Display - Setup and Configuration	Up Front	4 Hours	\$900.00
VoteCast Tablet (ME) - Setup and Configuration	Up Front	4 Hours	\$0.00
SUBTOTAL:			\$10,940.00

Attachment: GRANICUS (Serban, Granicus, Diamond IT - City Hall video system)

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	\$980.00
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	\$60.00
iLegislate Voting - Setup and Configuration	Up Front	1 Hours	\$0.00
iLegislate Voting - Onsite Training	Upon Delivery	1 Days	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	\$875.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	\$125.00
VoteCast Display - Setup and Configuration	Up Front	4 Hours	\$900.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
VoteCast - Online Training	Upon Delivery	6 Hours	\$1,350.00
eComment - Online Training	Upon Delivery	1 Hours	\$0.00
eComment - Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$10,940.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$7,500.00
Government Transparency Suite	Annual	1 Each	\$7,704.00
Meeting Efficiency Suite	Annual	1 Each	\$5,670.02
VoteCast Standard Package (Tablet) (ME)	Annual	1 Each	\$3,599.98
Upgrade to SDI 720p Streaming	Annual	1 Each	\$900.01
SUBTOTAL:			\$28,074.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Attachment: GRANICUS (Serban, Granicus, Diamond IT - City Hall video system)

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	\$1,199.99
eComment	Annual	1 Each	\$1,500.00
SUBTOTAL:			\$28,074.00

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

Product Descriptions	
Name	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

Product Descriptions	
Name	Description
Meeting Efficiency Suite	<p>Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk’s office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
VoteCast Standard Package (Tablet) (ME)	<p>VoteCast is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to streamline the meeting process for both the clerk’s office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes:</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies • Access to one Granicus platform site • Access to the VoteCast software application for elected officials • Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Product Descriptions	
Name	Description
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: <ul style="list-style-type: none"> Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template Up to one (1) public view page portal
Peak - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: <ul style="list-style-type: none"> Up to one (1) View Page and Player template Up to one (1) Live Manager configuration
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Video - Online Training	Granicus Video - Online Training
Meeting Efficiency - Setup & Configuration (Standard)	Setup and Configuration for Meeting Efficiency Suite includes implementation of: <ul style="list-style-type: none"> Up to one (1) client Installation of Minutes Maker (compatible client hardware required for software) Up to one (1) Minutes report
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
VoteCast Display - Setup and Configuration	Implementation includes: <ul style="list-style-type: none"> Access to an implementation consultant until project acceptance Design service for VoteCast Display template updates Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>

Product Descriptions	
Name	Description
VoteCast Tablet (ME) - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
VoteCast Display CPU (Dell) (ME)	Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
iLegislate Voting - Onsite Training	Onsite Training for iLegislate Voting
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item

Product Descriptions	
Name	Description
VoteCast Display - Setup and Configuration	<p>Implementation includes:</p> <ul style="list-style-type: none"> • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities <p><i>The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.</i></p>
eComment	eComment reduces staff time by providing the ability to effortlessly collect and manage citizen input on agenda items. Citizens are allowed to either/or submit comments in regards to items or sign up to speak before a scheduled meeting.
VoteCast - Online Training	Virtual training session with a Granicus professional services trainer
eComment - Online Training	Virtual training session with a Granicus professional services trainer.



We have prepared a quote for you

Council Chambers Technology Upgrade

Quote # 005491
Version 4

Prepared for:

City of Arvin

Cecilia Vela
cvela@arvin.org



Wednesday, October 07, 2020

City of Arvin
Cecilia Vela
200 Campus Drive
Arvin, CA 93203
cvela@arvin.org

Dear Cecilia,

Please find enclosed our proposal to complete the network portions of the City of Arvin's council chambers audio/visual upgrade. Currently the City of Arvin has limited wireless and network connectivity in the council chambers building. This project will provide the networking and wireless coverage to accommodate the additional audio visual upgrades. The rack-mount equipment included in this quote will be installed in the wall mount cabinet provided by your audio/video vendor.

To proceed with the proposed recommendations simply sign the authorization page with detailed pricing. If you have any questions pertaining to the information we have prepared, please let me know. We appreciate the opportunity to serve you and look forward to working with you to provide a technologically correct solution that meets your needs.

Sincerely,

Michael Leftwich
VP/GM
DiamondIT

Attachment: DIAMOND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)

Project Description

Install new network up-links and cabling

- Replace (2) existing network cables from City Hall to Council Chambers back room and extend as continuous run to vendor's AV Rack
- Relocate (2) existing network cables from Council Chambers back room to Conference room to vendor's AV Rack
- Relocate (1) existing network cable for access point in Council Chambers back room to vendor's AV Rack
- Install cable for new Council Chambers access point
- Install patch panel in vendor's AV Rack
- Terminate and label cable drops
- Test Network connectivity
- Update client documentation

Install new UPS devices for Council Chambers networking

- Coordinate scheduled outage and installation with Client.
- Unbox hardware and Document.
- Prep and Install mounting rails in existing rack.
- Open unit and connect the batteries
- Install network cards
- Connect Network patch cable to new network management cards
- Configure and static IP Address
- Update firmware if available
- Configure and test email notifications
- Connect power cables for all equipment to properly balance load and connections
- Remove packaging and old UPS from the client site.
- Update client documentation so every 2 years the UPS is replaced

Install new Network Switch for Council Chambers networking

- Receive and unpack hardware
- Configure for Hostname, Static IP Address, and Default Gateway
- Download backup configuration from existing switch
- Apply any existing VLAN and existing port configurations to the new switch
- Upgrade switch to latest firmware version
- Document and label Mount switch to the existing rack or wall space.
- Connect any uplinks.
- Test existing networks.
- Update client documentation.

Installation new Access Points in Council Chambers

- Install new Ubiquiti Access Points in Council Chambers
- Access points will be wall mounted using included mounting bracket and hardware
- Adopt Ubiquiti Access Point to Cloud Key UniFi controller
- Configure dedicated wireless SSID for Council Chambers
- Configure Council Chamber radio group to assign dedicated SSID
- Enable configure guest networks for guest Isolation
- Test existing wireless networks

Project Description

- Update client documentation

SPECIFIC ASSUMPTIONS & EXCLUSIONS:

- Project will begin after the AV vendor supplied rack installation is complete
- Network downtime is required to complete hardware installations
- Network hardware will be configured for existing network design.
- Unless otherwise specified in the scope of work, any design, configuration and implementation of new network configurations (i.e. VLAN, Trunking, Routing) are not included will be billed quoted and billed separately.
- Some cable will be installed using surface mount raceway.

STANDARD ASSUMPTIONS & EXCLUSIONS:

- No preexisting conditions exist that will prevent or delay the successful completion of the work included in this scope.
- Capacity at existing patch panel and PoE switch is available to accommodate additional equipment/wiring installations.
- Existing cabling, low voltage, and data drops will be used and are available in required locations.
- Additional services requested outside the above-mentioned scope will require a signed Change Order and approval by Client and will be billed as quoted.
- All services will be provided during 8am to 5pm Monday thru Friday. If after hours or weekend service is required additional hourly rate will be increased by 1.5 per hour factor.
- DiamondIT staff will be allowed access to client location to complete necessary installation requirements.
- DiamondIT does not warranty installed hardware. All equipment installed is warranted by manufacturer and subject to manufacturer warranty policies.
- DiamondIT reserves the right to sub-contract as needed based on project type, project specialization and scheduling.
- Coordination with utility & service providers or remote sites is excluded unless otherwise specified in the scope of work.
- Low voltage and cabling are excluded unless otherwise specified in the scope of work.
- Electrical power/UPS upgrades/changes or special requirements are excluded.
- HVAC upgrades/changes or special requirements are excluded.
- Custom programming and software development are excluded.
- Expedited shipping is excluded unless otherwise stated in this proposal (overnight, 2-day, red, orange or other express shipping types).

Hardware

Description	Price	Qty	Ext. Pri
HPE 2530-24G-PoE+ Switch	\$1,217.39	1	\$1,217.
APC by Schneider Electric Smart-UPS Rack-mountable 750VA UPS 2U Rack-mountable - Short Depth 120 V AC Input - 120 V AC Output - 6 x NEMA 5-15R	\$1,208.31	1	\$1,208.
APC UPS Network Management Card - SmartSlot	\$372.63	1	\$372.
Ubiquiti UniFi NanoHD Access Point	\$179.00	1	\$179.
24-Port Cat6/Cat5 Patch Panel Rackmount 110 Punch Down RJ45 Ethernet 1URM - 1U, 19" Rack Width	\$63.94	1	\$63.
Misc. Materials Hardware Assorted Materials including Bulk CAT6 cable, Surface Mount Raceway, Mounting Hardware, Patch Cables and RJ45	\$300.00	1	\$300.
Subtotal:			\$3,341.

Services

Description	Price	Qty	Ext. Pri
-Project Labor - Project Labor - Fixed Fee Fixed Fee	\$4,375.00	1	\$4,375.
Subtotal:			\$4,375.

Attachment: DIAMOND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)



Council Chambers Technology Upgrade



Prepared by:
 DiamondIT
 Michael Leftwich
 (661) 833-5600
 Fax (661) 833-5608
 mleftwich@diamondit.pro

Prepared for:
 City of Arvin
 200 Campus Drive
 Arvin, CA 93203
 Cecilia Vela
 (661) 606-6041
 cvela@arvin.org

Quote Information:
 Quote #: 005491
 Version: 4
 Delivery Date: 10/07/2020
 Expiration Date: 11/05/2020

Quote Summary

Description	Amount
Hardware	\$3,341.
Services	\$4,375.
Subtotal:	\$7,716.
Estimated Tax:	\$275.
Total:	\$7,991.

The parties hereto acknowledge that the Contract Documents constitute all of the documents listed in paragraph 5 of the Summary (collectively the "Contract Documents") included in this quote and that there are no other agreements, written or oral, between the parties as to the Work. By their signatures below, the parties acknowledge and agree that, as of the Effective Date, they are bound by all of the provisions of the Contract Documents and that the Contract Documents are in full force and effect.

I have read and agree to the Contract Documents provided. I am an authorized agent with authority to enter into this agreement with DIAMONDIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is forthcoming. This agreement cannot be canceled or modified without written permissions. Service rates are subject to change with notification.

DiamondIT

City of Arvin

Signature: _____
 Name: Michael Leftwich
 Title: VP/GM
 Date: 10/07/2020

Signature: _____
 Name: Cecilia Vela
 Date: _____

Attachment: DIAMOND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)

Contract Summary

SUMMARY OF BASIC CONTRACT PROVISIONS ("SUMMARY")

1. Date of Contract (the "Effective Date"): The Contract is effective as of the date we first provide the services described herein.
2. Name and Address of DIAMONDIT ("DIAMONDIT"):
DIAMONDIT
8701 Swigert Ct.,
Bakersfield, California, 93311
(661) 833-5600
(661) 833-5608
support@diamondit.pro
3. Name and Address of CUSTOMER (the "CUSTOMER"):
City of Arvin
200 Campus Drive
Arvin, CA, 93203
(661) 606-6041
cvela@arvin.org
4. Description of Work (the "Work"): DIAMONDIT and CUSTOMER acknowledge and agree that DIAMONDIT is to provide CUSTOMER with the following WORK:

Project Services: Project Services are provided as scoped in the Project Description section of the Quote. See Terms and Conditions regarding Project Management, Change Orders and project billing.
5. Contract Documents (the "Contract Documents"):
 - 5.1 This Summary.
 - 5.2 The accompanying Terms and Conditions of Contract (attached).
 - 5.3 The Addendum(s) referenced and acknowledged above in Section 4 entitled "Description of Work".
 - 5.4 The Quote(s) referenced and acknowledged below in Section 8.1.
6. Contract Target Commencement Date (the "Target Commencement Date"): 1/1/0001 12:00:00 AM.
7. Contract Target Completion Date (the "Completion Date"): 1/1/0001 12:00:00 AM.
8. Contract Sum (the "Contract Sum"): CUSTOMER shall pay DIAMONDIT for the WORK in the amount(s) ("Contract Sums"), as hereinafter provided:
 - 8.1. The Contract Sum as set forth in Quote #005491 v4 attached hereto, subject to modification as provided for.

Monthly Fee may be modified based on changes to number of users/computers/servers or covered devices/software during term of contract. CUSTOMER agrees that all new users/items added during the term of this contract will be added to the monthly service fee as per the current per user/item fee.

9. Additional Provisions:

The parties hereto acknowledge that the Contract Documents constitute all of the documents listed in paragraph 5 of this Summary (collectively the "Contract Documents") and that there are no other agreements, written or oral, between the parties as to the Work. By the signatures below, the parties acknowledge and agree that, as of the Effective Date, they are bound by all of the provisions of the Contract Documents and that the Contract Documents are in full force and effect.



Contract Summary

I have read and agree to the Contract Documents provided. I am an authorized agent with authority to enter into this agreement with DIAMONDIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is forthcoming. This agreement cannot be canceled or modified without written permissions. Service rates are subject to change with notification.

Attachment: DIAMOND QUOTE (Serban, Granicus, Diamond IT - City Hall video system)

▶ Terms and Conditions

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF CONTRACT BETWEEN DIAMONDIT AND CUSTOMER, along with the accompanying SUMMARY and ADDENDUM(S) (hereinafter collectively the "Contract"), are entered and agreed to as of the Effective Date stated in paragraph 1 of the Summary by and between DIAMONDIT as referred to in paragraph 2 of the Summary and the CUSTOMER referred to in paragraph 3 of the Summary.

NOW THEREFORE, in consideration of the covenants and contracts herein contained and in the Summary and in consideration of such other good and valuable consideration, it is agreed between DIAMONDIT and CUSTOMER, as follows:

ARTICLE 1: GENERAL TERMS:

The enclosed materials are proprietary to DIAMONDIT, and are therefore copyrighted material. The materials are presented for the purpose of agreement to services and may not be disclosed in any manner to anyone other than the addressee and employees or an authorized representative of CUSTOMER.

DIAMONDIT reserves the right to modify any of the enclosed or related details thereafter. This Quote and pricing outlined herein is only valid when purchased as a complete hardware, software, and service solution unless otherwise agreed to by DIAMONDIT.

Hardware/Software Purchases: Due to the fast paced nature of technology and the unique needs of each project, DIAMONDIT does not typically stock hardware or software. Thus, all hardware and software orders require payment in advance and will be ordered after payment received. Returns may only occur with a Return Material Authorization ("RMA"). RMA's may not be issued for all items. Assuming we are able to return the product to the distributor or manufacturer, a restocking fee will typically apply to allowed returns.

Upon execution of the contract, the order shall not be cancelable by CUSTOMER for delays in delivery until fifteen days after written notice such intention shall actually been received by DIAMONDIT. CUSTOMER shall be obligated to accept any portion of the goods shipped or delivered by DIAMONDIT during such period. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to DIAMONDIT within ten (10) days after receipt of goods by Buyer.

DIAMONDIT will perform the services outlined in this document according to our understanding of your desired results as agreed upon by both CUSTOMER and DIAMONDIT. If DIAMONDIT encounters any configuration or migration issues outside of the scope, as defined above, we will immediately notify the CUSTOMER and take the appropriate action to redefine the scope of work and adjust the time and materials required accordingly.

While we do our best to quote based on the conditions we know, the final pricing and configuration may need to be adjusted to include items such as: additional products, licenses, professional services, shipping or taxes. If this is a project, please plan a fifteen percent contingency fee for any potential change orders. This is to ensure the project can proceed with minimal interruption. Additional information may be required from you in order to more accurately quote this solution. These may include: floorplans, network diagrams, local, long distance and Internet access bills, site surveys, etc. We reserve the right to cancel orders containing pricing or other material errors.

Please remit payment to:
Diamond Technologies, Inc.
PO Box 9007
Bakersfield CA 93389

Invoice Terms: Services will be invoiced on a monthly basis for actual Services performed unless noted otherwise. Payment is due upon receipt. You may pay invoices by check or any other method we approve in writing.

▶ Terms and Conditions

Expenses: CUSTOMER will be responsible for any Service related expenses including actual, reasonable and necessary travel and lodging expenses DIAMONDIT incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: DIAMONDIT's pricing may not include applicable taxes. You are solely responsible for paying any taxes, governmental fees and assessments arising under this Agreement or from the Services, including any national, state or local sales, use, value-added, excise, withholding or other taxes, duties, tariffs or fees assessed in connection with this Agreement by any authority ("Taxes"), except for taxes on our income. If we pay any Taxes that are your responsibility, you will reimburse us immediately upon demand.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed Quote are received by DIAMONDIT. Upon receipt of a signed Quote and Purchase Order, a DiamondIT Project Manager will typically contact you within 3 business days to begin Services scheduling. Services Scheduling will be based upon CUSTOMER's schedule preferences/requirements and the availability of required resources.

Use of Third Parties: DiamondIT shall have the right in its sole discretion to hire or retain any independent third party to assist DiamondIT with any product or services under this agreement.

Pricing: The terms offered by DIAMONDIT under this Quote (including but not limited to the pricing) shall be valid for twenty (20) days following initial delivery of this Quote to CUSTOMER unless noted otherwise. After which, Quote shall be deemed an Expired Quote. In the event this Quote is executed by CUSTOMER after becoming an Expired Quote, DIAMONDIT may in its sole discretion, (i) accept the Quote or the stated terms or (ii) reject such Quote and may provide CUSTOMER with a revised Quote setting forth any necessary updates to the terms of the previous Quote.

Order of Precedence: This Quote, together with the Purchase Order (if any) and the Terms and Conditions herein, along with any addendum thereto, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between DIAMONDIT and CUSTOMER regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, Quote and Terms and Conditions and any addendums, the following order of precedence shall be followed: first, the Terms and Conditions including any applicable addendums, second the Quote, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

ARTICLE 2: CUSTOMER OBLIGATIONS.

2.1. **Equipment and Office Facilities:** CUSTOMER shall provide access to its equipment (including network and servers) including access to install and use remote access software necessary to perform and provide the WORK, and facilities and cooperation of information technology personnel as reasonably necessary. To the extent that the WORK is to be performed on CUSTOMER's premises, CUSTOMER agrees to provide DIAMONDIT with the equipment and office facilities necessary for performance of the WORK.

2.2. **Designated Technical Liaisons:** CUSTOMER shall designate one or more technical liaisons. The technical liaison(s) shall be the only person(s) authorized to communicate with DIAMONDIT on technical issues regarding the WORK unless CUSTOMER has contracted for the ManageCentric Complete service. Technical Liaisons shall also be responsible for communicating with CUSTOMER's Users about any notice upgrades, downtime and other outages, explaining the various features of the WORK, and communicating this Contract's requirements.

2.3. **Customer Materials:** CUSTOMER will ensure any material, data, software or products you provide in connection with the WORK ("Customer Materials") shall be in a condition and form, as determined solely by DIAMONDIT, which requires no additional manipulation or verification on the part of DIAMONDIT, except as noted in scope of work. Any accidental damage to CUSTOMER's data or server infrastructure is the sole responsibility of the CUSTOMER. DIAMONDIT's assistance in repairing any loss or damage will be handled at standard time and materials.

▶ Terms and Conditions

ARTICLE 3: CONTRACT PERFORMANCE.

- 3.1. DIAMONDIT shall endeavor to commence the Work on the Commencement date as set forth in paragraph 6 of the Summary and complete the WORK by the Completion Date as set forth in paragraph 7 of the Summary ("Contract Term").
- 3.2. The parties acknowledge that the Contract Term is an estimate. DIAMONDIT agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary permits within a reasonable length of time, acts of neglect or omission of CUSTOMER or the CUSTOMER'S employees or agent, acts of God, extra work order by CUSTOMER, failure of CUSTOMER to make payments when due, or other causes beyond DIAMONDIT's reasonable control.
- 3.3. Delays in performance of CUSTOMER's obligations under this Contract will extend the time for performance of any of DIAMONDIT's obligations that depend on CUSTOMER's performance.

ARTICLE 4: PAYMENT TERMS.

- 4.1. Payment: CUSTOMER shall pay all invoices upon receipt in immediately available United States dollars. All amounts payable under this Contract shall be made without setoff, counterclaim, deduction or withholding.
- 4.2. Returned/Dishonored Checks: CUSTOMER acknowledges that any check tendered by CUSTOMER to DIAMONDIT in payment, which is returned or dishonored for any reason whatsoever, will cause DIAMONDIT to incur costs not contemplated by this Contract, the exact amount of such cost being extremely difficult and impractical to fix. Therefore, if any payment by CUSTOMER is returned and/or dishonored for any reason whatsoever, CUSTOMER shall pay to DIAMONDIT, forthwith, an additional sum of \$50.00 as liquidated damages. The parties hereto agree that this charge represents a fair and reasonable estimate of the costs that DIAMONDIT will incur if any of CUSTOMER's payments are returned or dishonored.
 - 4.2.1. If two checks are tendered by CUSTOMER to DIAMONDIT in payment, and are returned or dishonored for any reason whatsoever, in a six (6) month period of time, DIAMONDIT may require that all future payments be bank check or money order or credit card at our election.
- 4.3. Finance Charge(s): Interest on any unpaid amounts due as set forth above, shall bear interest at the rate of 1.5% per month or the maximum amount allowed by law, whichever amount is less, on the outstanding and unpaid balance until paid in full.
- 4.4. Suspension/Termination for Non-Payment: CUSTOMER acknowledges and agrees that in the event CUSTOMER fails to pay any invoice within ten days of the invoice date, we may suspend some or all of the Services in our sole discretion. If you fail to pay any invoice within fourteen days of the invoice date, we may immediately terminate this Agreement and suspend or terminate all services and access without further notice. We reserve the right to charge a fee on any late payments, equal to the greater of the amount of (1) interest calculated at the lesser of 1.5% per month or the maximum rate permitted by law.

ARTICLE 5: INSURANCE: DIAMONDIT carries commercial general liability insurance and workers compensation insurance.

ARTICLE 6: DISCLAIMER; WAIVER OF WARRANTIES; LIMITATION OF LIABILITY.

- 6.1. DISCLAIMER: DIAMONDIT MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE WORK AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. THE WORK IS MADE AVAILABLE "AS IS" AND "AS AVAILABLE". DIAMONDIT DOES NOT REPRESENT OR WARRANT THAT (i) THE WORK WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) THE WORK WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (iii) STORED DATA WILL BE ACCURATE, RELIABLE OR FREE FROM LOSS; OR (iv) THE WORK OR THE RELATED INFRASTRUCTURE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
 - 6.1.1. The products and services included in the WORK may include all or components of DIAMONDIT's SecureCentric offering which is a collection of tools to mitigate the growing cybersecurity risk all businesses face. While our layered approach to security will greatly reduce the risk of a breach or infection, DIAMONDIT cannot guarantee a breach will not occur. We strongly recommend CUSTOMER have an Incident Response Plan in addition to implementing commercially reasonable security measures.
- 6.2. WAIVER OF WARRANTIES: EXCEPT AS MAY BE EXPRESSLY CONTAINED IN THIS CONTRACT, DIAMONDIT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WORK, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF

▶ Terms and Conditions

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NONINFRINGEMENT, COURSE OF DEALING OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. LIMITATION OF LIABILITY: DIAMONDIT WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY LIABILITY EVEN IF DIAMONDIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES DIAMONDIT'S LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONTHLY CHARGES PAID BY CUSTOMER DURING THE MONTHS IN WHICH THE DAMAGES ARE ALLEGED TO HAVE OCCURRED (WHICH IN NO EVENT SHALL EXCEED THREE (3) MONTHS' CHARGES). THIS LIMITATION SHALL BE THE EXTENT OF DIAMONDIT'S LIABILITY REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST DIAMONDIT, AND THE FOREGOING SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

ARTICLE 7: INDEMNIFICATION.

7.1. CUSTOMER will indemnify, defend, and hold us and our parent, subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors ("Indemnitees") harmless from any demands, claims, costs, expenses (including reasonable attorneys' fees), losses, damages, and liabilities that may arise from (i) CUSTOMER's breach of this Contract, (ii) CUSTOMER's negligence or willful misconduct, (iii) the WORK, (iv) CUSTOMER's equipment, products or services, or (v) Indemnitees' involvement in any legal process relating to CUSTOMER and/or the WORK (e.g., response to any subpoena) ("Claims").

7.2. Should it become necessary for Indemnitees, to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorney's fees, investigators' fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this Contract, or in connection with any attempt to recover losses incurred on those claims or demands, or in connection with the enforcement of this Contract or any portion of this Contract, CUSTOMER agrees to pay indemnitee the reasonable costs or expenses for which expenditure is made or liability incurred by indemnitee.

7.3. The Indemnitees shall promptly notify CUSTOMER of any Claim for which indemnification is sought and provide CUSTOMER with reasonable assistance on a time (based on our then-published rates) and materials basis. CUSTOMER will not settle any Claim in any manner that may adversely affect any Indemnitee's right or interests without the Indemnitee's prior written consent.

ARTICLE 8: WORK CHANGES.

8.1. Change Order/Extra Work Notice: DIAMONDIT shall not be required to provide CUSTOMER with any additional or extra WORK without CUSTOMER providing written authorization to DIAMONDIT, prior to the commencement of said additional or extra WORK. This includes Adds/Moves and Changes requested by CUSTOMER. Any change in the WORK is to be confirmed by execution of a DIAMONDIT change order (the "Change Order"), which Change order will:

- 8.1.1. Define scope of work encompassed by the Change Order;
- 8.1.2. The amount to be added to the Contract Sum; and
- 8.1.3. The effect the Change Order will make on the Completion Date.

ARTICLE 9: COMPLIANCE WITH LAW AND REPRESENTATIONS AND WARRANTIES.

9.1. COMPLIANCE WITH LAW: It shall be CUSTOMER's responsibility to comply with and conform to all local, state and federal laws, ordinances and regulations pertaining to the WORK, at no extra charge to DIAMONDIT, even if such compliance is not covered in the Contract Documents.

9.2. REPRESENTATIONS AND WARRANTIES: CUSTOMER REPRESENTS AND WARRANTS THAT (I) YOU HOLD TITLE TO OR ARE OTHERWISE AUTHORIZED TO USE YOUR DOMAIN NAME; (II) YOU WILL NOT TRANSMIT THROUGH, OR PLACE ON, OUR SERVERS ANY MATERIAL, DATA, SOFTWARE OR PRODUCTS THAT CONTAIN MALICIOUS CODE (INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, COMPUTER VIRUSES AND MECHANISMS THAT MAY DISABLE OR HARM THE SERVICES); (III) YOU WILL COMPLY WITH ALL APPLICABLE LAWS; (IV) YOU WILL NOT TRANSMIT BULK E-MAIL OR SPAM, CONTENT THAT INFRINGES ANY THIRD PARTY RIGHTS (INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS), THREATENING OR OBSCENE MATERIALS, OR DEFAMATORY, LIBELOUS, OR OTHER ACTIONABLE CONTENT OR STATEMENTS; AND (V) YOU HAVE ALL NECESSARY RIGHT TO ANY PATENTED, COPYRIGHTED, TRADEMARKED OR PROPRIETARY MATERIAL WITH WHICH YOU USE THE SERVICES. CUSTOMER FURTHER

▶ Terms and Conditions

REPRESENTS AND WARRANTS THAT YOU ARE NOT ON THE UNITED STATES DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSET CONTROLS LIST OF SPECIALLY DESIGNATED NATIONAL AND BLOCKED PERSONS AND ARE NOT OTHERWISE A PERSON TO WHOM DIAMOND IS LEGALLY PROHIBITED TO PROVIDE THE WORK. CUSTOMER MAY NOT USE THE WORK FOR "HIGH RISK USE", OR THE DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, STOCKPILING, OR USE OF NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS, WEAPONS OF MASS DESTRUCTION, OR MISSILES, IN A COUNTRY LISTED IN COUNTRY GROUPS D:4 AND D: 3, AS SET FORTH IN SUPPLEMENT NO. 1 TO THE PART 740 OF THE UNITED STATES EXPORT ADMINISTRATION REGULATIONS, NOR MAY CUSTOMER PROVIDE ADMINISTRATIVE ACCESS TO THE WORK TO ANY PERSON (INCLUDING ANY NATURAL PERSON OR GOVERNMENT OR PRIVATE ENTITY) THAT IS LOCATED IN OR IS A NATIONAL OF CUBA, IRAN, LIBYA, SUDAN, NORTH KOREA OR SYRIA OR ANY COUNTRY THAT IS EMBARGOED OR HIGHLY RESTRICTED UNDER UNITED STATES EXPORT REGULATIONS.

ARTICLE 10: NOTICES: All notices given under the Contract Documents shall be in writing and shall be deemed properly served if delivered person to the individual or company to whom it is addressed as provided in paragraph 2 of the Summary for DIAMONDIT and/or paragraph of the Summary for CUSTOMER or, three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered certified mail, return receipt requested, to the address indicated in paragraphs 2 and 3 of the Summary, or to such other address or address as any party entitled to receive notice hereunder shall designate in the manner provided herein for the service of notice.

ARTICLE 11: CONFIDENTIALITY.

11.1. Confidentiality: Each party acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from the other party while carrying out the actions contemplated by this Contract. Confidential Information includes all information one party receives from the other party, except anything designated as not confidential. During the period this Contract is in effect, and at all times afterwards, each party, and its employees, contractors, consultants, and agents, will (i) safeguard the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information; (ii) maintain the confidentiality of this information; (iii) not use such information except as permitted under this Contract; and (iv) not disseminate, disclose, sell, publish, or otherwise make available this information to any third party without the prior written consent of the disclosing party.

11.1.1. DIAMONDIT's confidential information is subject to export controls under U.S. Export Administration Regulations. CUSTOMER represents and warrants that it will: (i) remain in compliance with all legal requirements associated with those controls; (ii) cooperate fully with any audit related to these controls; and (iii) not utilize DIAMONDIT's confidential information in any country that is embargoed by the U.S. government. CUSTOMER is solely responsible for the importation of our confidential information, including obtaining any approval or permit necessary for importation.

11.2. Limitations on Confidentiality: Section 11.1, above, does not apply to any information that: (i) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (ii) is or becomes generally available to the public through no fault of the receiving party; (iii) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (iv) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order); (v) is disclosed by the receiving party with the disclosing party's approval; and (vi) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) days' prior written notice of any disclosure of information under this Contract.

11.3. Covenant to Maintain Confidentiality: CUSTOMER hereby covenants and agrees as follows:

11.3.1. Nondisclosure: CUSTOMER will not disclose Confidential Information to any person or entity without first obtaining DIAMONDIT's written consent. CUSTOMER shall also take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information.

11.3.2. No Use, Copying, or Transfer: CUSTOMER will not use, copy, or transfer Confidential Information other than as necessary to carry out the WORK, without first obtaining DIAMONDIT's written consent. CUSTOMER will also take all reasonable precautions to prevent inadvertent use, copying, or transfer of Confidential Information. Use, transfer, or copying of Confidential Information includes, but is not limited to, selling or licensing any products or services that contain or are derived from Confidential Information.

11.3.3. No Use of Name or Mark: CUSTOMER agrees not to use DIAMONDIT's name, trademark, service mark, or any other name under which DIAMONDIT is known or does business, for any purpose or activity unrelated to the WORK or to the business purposes of DIAMONDIT without DIAMONDIT's prior written consent. Consent may be withheld in DIAMONDIT's absolute discretion.

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11.3.4. Non-Circumvention: CUSTOMER agrees that it will not attempt to independently develop or design products or a system similar to that disclosed in the Confidential Information nor to engage in the business which is the subject of the Confidential Information, directly or indirectly. CUSTOMER acknowledges that except for this Agreement, DIAMONDIT would not have disclosed the Confidential Information to CUSTOMER. CUSTOMER agrees to return to DIAMONDIT all materials, information and other data related to the Confidential Information when the WORK is completed or the Contract is terminated.

11.3.5. Non-Solicitation: CUSTOMER acknowledges that DIAMONDIT has invested significant time, effort and money to recruit and develop the skilled technicians and consultants assigned to the WORK for CUSTOMER and that this is a costly and time-consuming endeavor. If, at any time during or within two (2) years following the Completion Date, CUSTOMER directly or indirectly employs any employee of DIAMONDIT, CUSTOMER shall pay DIAMONDIT the sum of fifty thousand dollars (\$50,000) per employee, which sum reflects the reasonable value of DIAMONDIT's investment in said employee(s).

11.4. Non-Exclusivity: CUSTOMER acknowledges that DIAMONDIT may be performing similar work for businesses other than CUSTOMER. The Contract does not prohibit DIAMONDIT from performing that work.

11.5. Nondisclosure Agreements: Each party agrees to execute a reasonable nondisclosure agreement if requested to do so by the other party.

11.6. Exception & Immunity: Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), CUSTOMER is on notice and acknowledges that, notwithstanding the foregoing or any other provision of the Contract Documents:

11.6.1. Immunity: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.6.2. Use of trade secret information in Anti-Retaliation lawsuit: An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual-(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

ARTICLE 12: ARBITRATION AND STATUTE OF LIMITATIONS.

12.1. AGREEMENT TO ARBITRATE: the parties agree to submit any such Dispute in excess of \$7,500.00, to arbitration in Bakersfield, California with ADR Services in accord with the ADR Provider's Commercial Dispute Resolution Procedures. ADR Services may be sourced from Los Angeles County if not available in Kern County. The arbitration shall be decided by a single arbitrator whose decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitration will be kept confidential except as required by law.

12.1.1. Binding Nature of Arbitration: Except for the confirmation and review of the award by the arbitrator, neither party shall, before or during such arbitration, commence or prosecute any suit or action against the other touching any of the matters in controversy. The award to be made by the arbitrator shall be valid and binding upon each of the parties.

12.1.2. Powers of Arbitrator: The arbitrator shall have full power to make such orders, rules and regulations as he or she shall deem just and expedient in respect to any procedure or matter involved in this arbitration and that all findings of fact rendered by the arbitrator are to be supported by substantial evidence and consistent with existing California law.

12.1.2.1. The parties shall have the right to conduct any pre-hearing procedures and proceedings allowed by California law and the arbitrator shall have the authority and power to adjudicate said procedure and proceedings consistent with California law.

12.1.3. Discovery: The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall have access to and be permitted to inspect and make copies thereof consistent with the provisions of California Code of Civil Procedure, § 1283.05.

12.1.3.1. Each party shall have the right to take up to two (2) depositions. The arbitrator will have the sole discretion to order any additional depositions and/or discovery pursuant to the provisions of California Code of Civil Procedure, § 1283.05, upon written application by a party for such additional discovery.

12.1.4. Rules of Evidence: The arbitrator shall follow the rules of evidence of the State of California relating to the trial of civil actions. The parties are free to waive or modify any evidentiary rule or procedure with the consent of the arbitrator.

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12.2. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED. EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY US OF ANY OF OUR INTELLECTUAL PROPERTY RIGHTS, WHICH MAY BE DECIDED IN A COURT OF COMPETENT JURISDICTION.

ARTICLE 13: WAIVER: A waiver by DIAMONDIT or CUSTOMER of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

ARTICLE 14: INDEPENDENT CONTRACTORS: The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no DIAMONDIT employee or vendor is or will be considered an employee of CUSTOMER.

ARTICLE 15: SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

ARTICLE 16: TIME: Time is of the essence of this Agreement.

ARTICLE 17: ASSIGNMENT: This Contract may not be assigned in whole or in part by CUSTOMER without prior written consent thereto by DIAMONDIT.

ARTICLE 18: SEVERABILITY: If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby, and the remainder of this Contract shall remain in full force and effect.

ARTICLE 19: HEADINGS: Captions of the several Articles contained in this Contract are for convenience only and do not constitute a part of this Contract and do not limit, affect or construe the contents of such Articles.

ARTICLE 20: JURISDICTION AND VENUE: This Contract is executed and delivered within the State of California, County of Kern. This Agreement and the rights and liabilities of the parties shall in all respects be interpreted, construed, enforced and governed by and under and in accordance with the laws of the State of California.

ARTICLE 21: ELECTRONIC SIGNATURES: DIAMONDIT and CUSTOMER agree that the Contract Documents may be executed and circulated electronically by execution and transmittal in PDF format with the signatures signed as hereinafter noted, and/or by electronic signature as noted at the bottom so that this Contract:

21.1. may not be denied legal effect or enforceability solely because it is in electronic form;

21.2. may not be denied legal effect or enforceability solely because an electronic record was used in its formation;

21.3. as an electronic record, satisfies the law; and

21.4. the electronic signatures below, if applicable, satisfy all legal requirements.

ARTICLE 22: ENTIRE AGREEMENT: This Contract (along with all other portions of the accompanying Quotes and Addendums) shall constitute the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other documents that it may be in conflict therewith. This Contract may be executed in counterparts and the counterparts signed by all the parties hereto shall together constitute a single original instrument. All headings, subheadings and titles are for reference and convenience of the parties only, as used herein, the masculine, feminine, and neuter gender, and the singular and plural number, shall be deemed to include the other whenever the context so indicates.