



## **AGENDA**

### **Regular City Council Meeting**

and Successor Agency to the Former  
Redevelopment Agency

**Tuesday, February 16, 2021, 6:00 p.m.**

Via Zoom Webinar

[www.cityofwasco.org](http://www.cityofwasco.org)

### **IMPORTANT NOTICE REGARDING FEBRUARY 16, 2021 COUNCIL MEETING**

This meeting is being conducted utilizing teleconferencing, and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

#### **Listen to the meeting live via zoom**

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

**<https://us02web.zoom.us/j/87605150839>**

#### **Listen to the meeting live via telephone**

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

**Dial Number:** 1-669-900-9128

**Meeting ID:** **876 0515 0839**

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIME. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

#### **Verbal Participation using Zoom**

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

#### **Verbal Participation over the phone**

Please dial \*9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments. Please be advised you will be called on by the phone number you are calling from.

**Submitting written comments:**

You can also submit your comments via email to [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org); such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

**American Disability Act Accommodations:**

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at [cityclerk@cityofwasco.org](mailto:cityclerk@cityofwasco.org) or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

**Submitting written comments:**

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**REGULAR MEETING – 6:00 p.m.**

- 1) **CALL TO ORDER:** Mayor
- 2) **FLAG SALUTE:** Mayor
- 3) **INVOCATION:**
- 4) **ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Member Cortez, Martinez, Pallares
- 5) **PRESENTATIONS:** None

- 6) **PUBLIC COMMENTS:** **(PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)**  
This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency has jurisdiction. Speakers are limited to two (2) minutes. Please state your name for the record before making your presentation.

The City Council is very interested in your comments; however, no action may be taken at this meeting due to Brown Act requirements. Should your comments require further consideration by the City Council or the Successor Agency, the item will be agendaized for a report and discussed at a future City Council meeting.

- 7) **SUCCESSOR AGENCY BUSINESS:** None
- 8) **WASCO PUBLIC FINANCE AUTHORITY BUSINESS:** None

**CITY COUNCIL BUSINESS:**

- 9) **CONSENT CALENDAR:**  
The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests' removal of a particular item.
  - a. Approval of Minutes for February 2, 2021 Study Session/Regular Meeting.
  - b. Receive and File department payments totaling \$ 1,140,143.89
  - c. Receive and File investment Report for the month ended January 31, 2021.
  - d. Adopt a Resolution Authorizing the City Manager or City Manager's designee to Enter into a Special Services Agreement with Liebert Cassidy Whitmore for Participation in their Central Valley's Employment Relations Consortium.

- e. Adopt a Resolution Authorizing the City Manager to Execute and Endorse the First Amendment to Agreement with Kern Plumbing & Backflow Services, Inc. to Continue Operating the Cross-Connection Control Program in an Amount not to Exceed \$6,000 per year for two years with an end total of \$12,000.

**10) PUBLIC HEARINGS: None**

**11) DEFERRED BUSINESS: NONE**

**12) NEW BUSINESS: None**

**13) REPORTS FROM COMMISSION AND COMMITTEES:**

c. Kern Economic Development Corporation (Cortez)

d. Kern Council of Government (Garcia)

**14) REPORTS FROM SHERIFF:**

**15) REPORTS FROM CITY MANAGER:**

**16) REPORTS FROM CITY COUNCIL:**

**17) CLOSED SESSION:**

a. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9: (1 potential case)

b. Approval for February 2, 2020, closed session minutes.

**18) CLOSED SESSION ACTION:**

**19) ADJOURNMENT:**

This is to certify that this agenda was posted at Wasco City Hall on February 11, 2021. The agenda is also available on the City website at [www.cityofwasco.org](http://www.cityofwasco.org)

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Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review in the city website [www.cityofwasco.org](http://www.cityofwasco.org) and the office of the City Clerk of the City of Wasco, 746 8<sup>th</sup> Street, Wasco, CA 93280 during regular business hours, 7:30 a.m. – 5:00 p.m. Monday through Thursday and 8–5 p.m. Friday (closed alternate Friday's), following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215 Requests for assistance should be made at least two (2) days in advance whenever possible.

# MINUTES

## WASCO CITY COUNCIL

and Successor Agency to the  
Former Redevelopment Agency

### Meeting of February 2, 2021

Study Session/Regular Meeting – 5:00 p.m.

Via Zoom Webinar

#### STUDY SESSION – 5:00 p.m.

##### 1) CALL TO ORDER:

This meeting was called to order by Mayor Garcia at 5:01 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

##### 2) FLAG SALUTE: Led by Mayor Garcia

##### 3) ROLL CALL :

Present: Mayor Garcia, Mayor Pro Tem Reyna, Council Member Cortez, Martinez,  
Late: Council Member Pallares logged in at 5:09 pm.

##### 4) PUBLIC COMMENTS: None

##### 5) Discussion regarding the potential changes on the Kern County Sheriff's Contact. (Ortiz Hernandez)

Powerpoint presentation by City Manager Ortiz Hernandez.

- Law Enforcement Contract Costs

Member Pallares logged into the meeting at 5:09 pm

Powerpoint presentation by Assistant to the City Manager M. Sobolewski

- Law Enforcement Services
- Discussion with City of Menifee

The following residents addressed their concerns regarding item 5 and the services provided by the Kern County Sheriff's Department:

- Lori Garcia
- Tina Newman
- Vickie Newman
- Joe Martinez
- Orquidea Ocampo

Council Members directed staff to explore the feasibility study and bring it back for a future meeting.

**6) ADJOURNMENT:**

Mayor Garcia adjourned the meeting at 6:10 pm.

**REGULAR MEETING – 6:00 p.m.**

**1) CALL TO ORDER:**

This meeting was called to order by Mayor Garcia at 6:11 pm and announced the meeting was being held Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020. All members are joining this meeting remotely via Zoom Webinar.

**2) FLAG SALUTE:** Led by Mayor Garcia.

**3) INVOCATION:** Moment of Silence.

**4) ROLL CALL:**

Present: Mayor Garcia, Mayor Pro Tem Reyna, Council Member Cortez, Martinez, Pallares

**5) PRESENTATIONS:**

- a. Proclamation for Black History Month presented to African American Network of Kern County's Buffalo Soldiers.

Mayor Garcia presented the Proclamation for Black History Month to:

- Kern County's Buffalo Soldiers
- WUESD African American Outreach Program
- Apostolic Faith Temple Church
- True Light Baptist Church
- Macedonia Church

**6) PUBLIC COMMENTS:**

Comments from residents regarding nonagenda items:

- Carmen Zuniga

The following residents expressed their concerns regarding the services provided by the Kern County Sheriff's Department:

- Vickie Newman
- Tina Newman
- Carlos Harrison

Mayor Garcia recess for a 5 minutes at 6:27 pm.

Mayor Garcia reconvened the meeting at 6:34 pm.

Member Cortez rejoined the meeting at 6:36 pm.

All members are present.

7) **SUCCESSOR AGENCY BUSINESS: None**

8) **WASCO PUBLIC FINANCE AUTHORITY BUSINESS:**

- a. Receive and File department payments totaling \$552.24

**Motion** was made by Vice-Chairman Reyna, **seconded** by Director Martinez to receive and file item 8a, by the following roll call vote:

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ, PALLERES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

**CITY COUNCIL BUSINESS:**

9) **CONSENT CALENDAR:**

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Approval of Minutes for:
  - 1. January 5, 2021, Regular Meeting
  - 2. January 19, 2021, Regular Meeting
- b. Receive and File department payments totaling \$373,208.30
- c. Adopt a Resolution Authorizing the City Manager to Purchase Twenty-Nine Below Grade Sample Stations from USA Blue Book in the Amount of \$19,719.31
- d. Rejection of All Bids Received for Wastewater Municipal Land Lease published on November 1, 2020
- e. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with I&M Sheep Company to Permit Grazing on the City's Municipal Ag Land.
- f. Adopt and Waive the Second Reading of an Ordinance of the City of Wasco Amending Title 8 "Health and Safety" of the City of Wasco Municipal Code, Chapter 8.12, "Solid Waste."
- g. Adopt a Resolution approving the application for grant funds for the California Climate Investments Urban Greening Program.

**Motion** was made by Member Cortez, **seconded** by Mayor Garcia to approve the Consent Calendar, by the following roll call vote:

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ, PALLERES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE



**10) PUBLIC HEARINGS:**

- a. Adopt a resolution approving an application for funding and Authorize the City Manager to execute a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 & 3 (CDBG-CV2&3) NOFA dated December 18, 2020. (Cobb)

Staff comments made by Community Development Director Cobb.

Mayor Garcia opened the hearing at 6:42 pm.

Public comment provided by Gerald Gridiron.

Mayor Garcia closed the hearing at 6:46 pm.

**Motion** was made by Council Member Reyna, **seconded** by Council Member Cortez to approve item 10a, by the following roll call vote:

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ, PALLERES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

**11) DEFERRED BUSINESS: NONE**

**12) NEW BUSINESS:**

- a. Adopt a Resolution to Authorize the City Manager to enter into a sub-recipient agreement with Self Help Enterprises for activities and programs funded under the Community Development Block Grant Program (Cobb)

Staff comments by Community Development Director Cobb.

Public comment provided by Joe Martinez.

**Motion** made by Council Member Cortez, **seconded** by Council Member Martinez to approve item 12a, by the following roll call vote.

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ, PALLERES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

- b. **Report and Discussion from the Kern County Fire Department.**  
**No reports.**

- c. Adopt a Resolution Establishing the Veteran Salute Banner Program. ( Ortiz Hernandez)

Presentation by Assistant to the City Manager M. Sobolewski.

Public comment provided by Joe Martinez.

**Motion** was made by Mayor Pro Tem Reyna, **seconded** by Council Member Pallares to approve item 12c, by the following roll call vote.

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ, PALLERES
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

**13) REPORTS FROM COMMISSION AND COMMITTEES:**

a. Kern Economic Development Corporation (Cortez)

**Council Member Cortez:**

- Peak unemployment reached 18 percent in Kern County in March/April 2020. In December, unemployment reached 12 percent.
- A large percentage of hourly service workers were most affected by the pandemic.
- The Hard Rock Casino approved by the U.S. Bureau of Indian Affairs

b. Kern Council of Government (Garcia)

**Mayor Garcia:**

- Cal Trans Funding to widen California Highway 46.
- Appointed to the Board of Directors for Cal Vans and will represent Kern COG.

**14) REPORTS FROM SHERIFF:**

No reports

**15) REPORTS FROM CITY MANAGER:**

**City Manager Ortiz Hernandez update the Council on the following:**

- The Measure X Committee meeting. Chairman Dobbs has resigned, and there are two vacancies.
- Wasco Labor Camps' final tenant has moved out and has entered the escrow process to transfer from the Wasco Housing Authority to the City of Wasco. Staff is working on trying to obtain funding to demolish the site.
- Staff continues to work on various aspects of the High-Speed Rail Project.

**16) REPORTS FROM CITY COUNCIL:**

**Mayor Pro Tem Reyna:**

- Mentioned the Kern County Fire Department did not attend the meeting despite being invited in writing. Would like to invite them to the next Council meeting.
- Concerned with Kern County Sheriffs' response to calls.
- Thanked the staff for their reports.

**Member Cortez:**

- Concerned with the services provided by the Kern County Sheriffs Department.

**Member Martinez:**

- Concerned with the services provided by the Kern County Sheriffs Department.  
Updated the City Council on the Wasco Community Action Roundtable meeting.

**Mayor Garcia:**

- Encourage everyone to get their applications in for the appointments of the Measure X Committee and get involved.
- Updated the Council of the Labor camp.
- Attended the League of Cities virtual conference academy training last month.
- Updated Council on the Camera Rebate Program.
- Monthly neighborhood meeting 2/24/2021 5:30 pm and location TBA.

Mayor Garcia adjourned into a 5-minute recess at 7:17 pm.

Mayor Garcia reconvened the closed session meeting at 7:22 pm.

Mayor Garcia adjourned out of closed session at 7:56 pm.

**17) CLOSED SESSION:**

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: Corner of Gromer Ave and N Central Ave APN: 487-010-50  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: AMM PROP LLC  
Under negotiation: Price and identification of properties to purchase
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 28579 Gromer Ave. APN: 487-010-11  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: Lewis Andrew Alan Rev TR  
Under negotiation: Price and identification of properties to purchase
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: corner of N Central Ave. and Margalo St. APN: 487-010-49  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: AMM PROP LLC  
Under negotiation: Price and identification of properties to purchase
- d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: corner of Magnolia Ave and hwy 46 APN: 487-060-01  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: Sekhon Gurmit S & Prem Jit  
Under negotiation: Price and identification of properties to purchase
- e. Approval of Closed Session Minutes of November 17, 2020

- f. CONFERENCE WITH LEGAL COUNSEL-EXISTING LIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of case Robert Ruiz v. City of Wasco  
Case number: BCV-19-101120

**18) CLOSED SESSION ACTION: Action were taken in the following order:**

- e. Approval of Closed Session Minutes of November 17, 2020

**Motion** was made by Mayor Pro Tem Reyna, **seconded** by Council Member Cortez to approve item 18e, by the following roll call vote:

AYES:	GARCIA, REYNA, CORTEZ, MARTINEZ
NOES:	NONE
ABSTAIN:	PALLARES
ABSENT:	NONE

- f. CONFERENCE WITH LEGAL COUNSEL-EXISTING LIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
Name of case Robert Ruiz v. City of Wasco  
Case number: BCV-19-101120

**No reportable action.**

Councilmember Cortez declared a conflict of interest regarding the properties listed for discussion at items a, b, c, and d of the agenda due to being the listing broker on the property listed as item d, which appears to be within 500 feet of the other properties and left the meeting.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: Corner of Gromer Ave and N Central Ave APN: 487-010-50  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: AMM PROP LLC  
Under negotiation: Price and identification of properties to purchase  
**No reportable action.**

- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: 28579 Gromer Ave. APN: 487-010-11  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: Lewis Andrew Alan Rev TR  
Under negotiation: Price and identification of properties to purchase  
**No reportable action.**

- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Property: corner of N Central Ave. and Margalo St. APN: 487-010-49  
Agency negotiators: City Manager, Public Works Director  
Negotiating parties: AMM PROP LLC  
Under negotiation: Price and identification of properties to purchase  
**No reportable action.**

d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: corner of Magnolia Ave and hwy 46 APN: 487-060-01

Agency negotiators: City Manager, Public Works Director

**No reportable action.**

**19) ADJOURNMENT:**

Mayor Garcia adjourned the meeting at 7:58 pm.

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Monica Flores, Deputy City Clerk

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Alexandro Garcia, Mayor



# Bill Pay List

1 of 4

Council Meeting: Tuesday February 16, 2021

WarrantNo	Amount
G010521	1,073,079.00
A010321	1,452.27
G020121	65,612.62
<b>Grand Total</b>	<b>\$ 1,140,143.89</b>

Verified by:  
Finance Director

Isarel Perez-  
Hernandez

Digitally signed by: Isarel Perez-Hernandez  
DN: CN = Isarel Perez-Hernandez email =  
aperez@cityofwasco.org C = US O = City  
of Wasco  
Date: 2021.02.08 09:56:21 -08'00'

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
1	G010521	ACCOUNTEMPS	268		57048583	-	20505	TEMP M.SOLORIO WE 01/22/21	942.48
2	G010521	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		A1007709	-	20506	MERP ANNUAL FEE,HRA & MEDICAL ADMIN FEES JAN 21	1,687.50
3	G010521	AMAZON CAPITAL SERVICES, INC	4968	20217	1VRP-7TX3-R9GH	-	20507	COVID-19 WIRING FOR REMODELING COUCIL CHAMBERS	107.94
4	G010521	AMAZON CAPITAL SERVICES, INC	4968	20217	1WMH-VJVP-63R6	-	20507	COVID-19 WIRING FOR REMODELING COUCIL CHAMBERS	48.70
5	G010521	AT&T MOBILITY C/O ENGIE IMPACT-MS 7372	5282		16968-0220019000	-	20508	RFD WTR DEPOSIT 1900 HWY 46	63.18
6	G010521	ATT - PAYMENT CENTER	1488		15941831	-	20509	PHONE SRVCS 12/24/20-01/23/21	27.94
7	G010521	ATT - PAYMENT CENTER	1488		15941832	-	20509	PHONE SRVCS 12/24/20-01/23/21	45.59
8	G010521	ATT - PAYMENT CENTER	1488		15941833	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
9	G010521	ATT - PAYMENT CENTER	1488		15941834	-	20509	PHONE SRVCS 12/24/20-01/23/21	327.48
10	G010521	ATT - PAYMENT CENTER	1488		15941835	-	20509	PHONE SRVCS 12/24/20-01/23/21	24.55
11	G010521	ATT - PAYMENT CENTER	1488		15941836	-	20509	PHONE SRVCS 12/24/20-01/23/21	67.56
12	G010521	ATT - PAYMENT CENTER	1488		15941837	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.66
13	G010521	ATT - PAYMENT CENTER	1488		15941838	-	20509	PHONE SRVCS 12/24/20-01/23/21	45.65
14	G010521	ATT - PAYMENT CENTER	1488		15941839	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
15	G010521	ATT - PAYMENT CENTER	1488		159414840	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
16	G010521	ATT - PAYMENT CENTER	1488		15941841	-	20509	PHONE SRVCS 12/24/20-01/23/21	399.00
17	G010521	ATT - PAYMENT CENTER	1488		15941842	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
18	G010521	ATT - PAYMENT CENTER	1488		15941843	-	20509	PHONE SRVCS 12/24/20-01/23/21	27.94
19	G010521	ATT - PAYMENT CENTER	1488		15941844	-	20509	PHONE SRVCS 12/24/20-01/23/21	43.92
20	G010521	ATT - PAYMENT CENTER	1488		15941845	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
21	G010521	ATT - PAYMENT CENTER	1488		15941846	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
22	G010521	ATT - PAYMENT CENTER	1488		15941847	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
23	G010521	ATT - PAYMENT CENTER	1488		15941848	-	20509	PHONE SRVCS 12/24/20-01/23/21	23.64
24	G010521	ATT - PAYMENT CENTER	1488		15941849	-	20509	PHONE SRVCS 12/24/20-01/23/21	67.59
25	G010521	ATT - PAYMENT CENTER	1488		15943373	-	20509	PHONE SRVCS 12/24/20-01/23/21	91.43
26	G010521	AUTOZONE,INC	851		5346940931	-	20510	DISPOSAL #19: 3 GAL OF ANTIFREEZE	58.42
27	G010521	BC LABORATORIES, INC.	63		B403719	-	20511	WW SAMPLE TEST 11-25-20 PFAS	990.00
28	G010521	BC LABORATORIES, INC.	63		B403879	-	20511	WTR SAMPLE TEST 1-5-21 BACTERIOLOGICAL	70.00
29	G010521	BC LABORATORIES, INC.	63		B404050	-	20511	WW SAMPLE TEST 12/30/20 TITLE 22 EFFLUENT	983.00
30	G010521	BC LABORATORIES, INC.	63		B404150	-	20511	WW SAMPLE TEST 1/5/21 INFLUENT MONITORING	153.00
31	G010521	BC LABORATORIES, INC.	63		B404195	-	20511	WW SAMPLE TEST 1/12/21 INFLUENT MONITORING	70.00
32	G010521	BC LABORATORIES, INC.	63		B404288	-	20511	WW SAMPLE TEST 1/14/21 INFLUENT MONITORING	70.00
33	G010521	BC LABORATORIES, INC.	63		B404296	-	20511	WTR SAMPLE TEST 1/13/21 WELL #8 & 10	320.00
34	G010521	BHT ENGINEERING, INC	5134		20-0418	-	20512	SUNNY GEM 65K S.F STORAGE BUILDING	1,740.00
35	G010521	BHT ENGINEERING, INC	5134		20-0417	-	20512	DELGADO VILLA: PLAN CHECK & WTR REVIEW	480.00
36	G010521	BOOT BARN #26	1063		INV00085187	-	20513	FY 20/21 LUIS VILLA BOOT ALLOWANCE	200.00



# Bill Pay List

A	B	C	D	E	F	G	H	I
WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
37	G010521	BRIGHT HOUSE NETWORK, LLC	68	6.44775E+13	-	20514	INTERNET SRVCS 01/13/21-02/12	117.17
38	G010521	CALIFORNIA BUILDING STANDARDS COMMISSION	2575	GREEN FEES OCT-DEC20	-	20515	GREEN FEES OCT-DEC 20	166.50
39	G010521	CENTRAL CITIES PIZZA INC,DOMINO'S PIZZA #7493	3758	12261-0007008420	-	20516	RFD CREDIT 842 7TH ST	31.92
40	G010521	CENTRAL CITIES PIZZA INC,DOMINO'S PIZZA #7493	3758	12261-0007008420-1	-	20516	RFD CREDIT 842 7TH ST	148.41
41	G010521	CINTAS CORPORATION NO. 3	4480	4073817058	-	20517	UNIFORM SRVCS 01/22/21	287.61
42	G010521	CORE & MAIN LP	4704	N492061	-	20518	REPLACEMENT REPAIR PARTS FOR I	1,310.37
43	G010521	CORE & MAIN LP	4704	N302091	-	20518	B8 BOLT WTH DOUBLE NUT & 2 RING GASKET KIT	29.23
44	G010521	CORE & MAIN LP	4704	N486288	-	20518	CREDIT MEMO REF:M965781	(6.80)
45	G010521	DEPARTMENT OF CONSERVATION	273	SMI FEES OCT-DEC 20	-	20519	SMI FEES OCT,NOV,DEC 20	193.06
46	G010521	INFO SEND, INC.	4244	184096	-	20521	Delinquent notice, Statement Data 12/01-12/30/20	7,156.36
47	G010521	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	20196 35445	-	20520	FRESH WATER PLANT WELL 14 PROG	669.00
48	G010521	IRENE SANCHEZ M.D.	3683	2290-47490	-	20522	PHYSICAL-DOT 04/06/20	60.00
49	G010521	IRENE SANCHEZ M.D.	3683	2290-47795	-	20522	PHYSICAL-DOT 05/08,05/14	180.00
50	G010521	IRENE SANCHEZ M.D.	3683	2290-48000	-	20522	PHYSICAL-DOT,COLLECTION URINE 6/2-3,6/17,6/24	160.00
51	G010521	IRENE SANCHEZ M.D.	3683	2290-48581	-	20522	DRUG SCREEN,PHYSICAL-DOT,COLLECTION URINE8/17,8/28	120.00
52	G010521	IRENE SANCHEZ M.D.	3683	2290-48893	-	20522	PHYSICAL DOT 09/04/20	60.00
53	G010521	IRENE SANCHEZ M.D.	3683	EM002362	-	20522	COLLECTION URINE & BREATH ALCOHOL 10/30/20	50.00
54	G010521	IRENE SANCHEZ M.D.	3683	EM002407	-	20522	PHYSICAL DOT 12/09/20	45.00
55	G010521	IRENE SANCHEZ M.D.	3683	EM002409	-	20522	PHYSICAL DOT 12/02/20	60.00
56	G010521	JORGENSEN & CO.	137	5921369	-	20523	CALIBRATION REPAIR @ SHOP 1/13/21	55.00
57	G010521	KERN COUNTY SHERIFF'S OFFICE	220	8457	-	20524	Q2 20/21 SHERIFF CONTRACT SERVICES	980,391.75
58	G010521	KERN COUNTY SHERIFF'S OFFICE	220	8457	-	20524	Q2 20/21 SPECIAL EVENTS STREET RACING & RADAR TRAINING,TRUNK-OR-	4,191.55
59	G010521	KERN COUNTY WASTE MANAGEMENT DEPT.	19	WSP DEC 20	-	20525	LANDFILL FEE WSP PRISON DEC 20	4,424.85
60	G010521	KERN MACHINERY	4011	101-831695	-	20526	JD MOWER PULLEY AND MAINTENANCE KIT	96.37
61	G010521	LEAGUE OF CALIFORNIA CITIES	237	640970	-	20527	MEMBERSHIP DUES YEAR 2021	10,682.00
62	G010521	MARIA G. RODRIGUEZ	5281	14082-0012010600	-	20528	RFD WTR CREDIT 1060 12TH ST	189.74
63	G010521	NOURSE, RICHARD	5280	6022	-	20529	REFRIGERATION REPAIRS	375.00
64	G010521	NOURSE, RICHARD	5280	6023	-	20529	COOLER REPAIRS	125.00
65	G010521	PG & E COMPANY	85	51997041895 01/14/21	-	20530	UB 01/14/21 MULTIPLE LOCATIONS	23,153.95
66	G010521	PG & E COMPANY	85	0007979612-4	-	20530	NW NE SE 9 27 24 SOLAR PLANT-ANIMAL CONTROL DEC 20	73.05
67	G010521	PHOENIX GROUP INFORMATION SYSTEMS	4913	122020239	-	20531	CITATIONS FEES & SRVCS DEC 20	385.68
68	G010521	SCHROETER, THOMAS F.	2732	44550	-	20532	LEGAL SRVCS FOR NOV 20 & DEC 20	8,910.00
69	G010521	TAG/AMS, INC	298	2785105	-	20533	URINE & BREATH ALCOHOL/DRUG TEST & ANNUAL RNWL FEE	510.00
70	G010521	TAG/AMS, INC	298	2786153	-	20533	URINE DRUG TEST 11/18/20	85.00
71	G010521	TAG/AMS, INC	298	2786154	-	20533	URINE DRUG TEST 12/08,12/16,12/09	425.00
72	G010521	THE GAS COMPANY	246	08207136329 DEC 20	-	20534	MULTIPLE ADDRESSES 12/11/20-01/12/21	897.29
73	G010521	THE HOME DEPOT PRO	5006	594118689	-	20535	JANITORIAL SUPPLIES	366.60
74	G010521	THE HOME DEPOT PRO	5006	594118697	-	20535	JANITORIAL SUPPLIES	192.77
75	G010521	THE RADAR SHOP INC.	4400	13290	-	20536	4 RADAR UNITS REPAIRS-WASCO POLICE DEPT	276.00
76	G010521	THE RADAR SHOP INC.	4400	13291	-	20536	DECATOR GHD REPAIRS-WASCO POLICE DEPT	398.00
77	G010521	TYLER TECHNOLOGIES, INC	1064	045-327388	-	20537	MUNIS ONLINE-CITIZEN SRVC MAINT 3/5/21-3/4/22	3,300.00
78	G010521	VERIZON WIRELESS SERVICE LLC	4237	20217 9869961252	-	20538	COVID-19 REIMBURSABLE IPADS	12,543.90
79	G010521	VERIZON WIRELESS SERVICE LLC	4237	9869961252	-	20538	CELL PHONES SERVICES 11/26-12/20	827.02
80	G010521 Total							1,073,079.00
81	A010321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208	44222	-	5015	MEDICAL CHECK RUN 01/26/21	1,452.27
82	A010321 Total							1,452.27





## Bill Pay List

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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
83	G020121	ACOUNTEMPS	268		57087473	-	20539	TEMP M.SOLORIO WE 01/29/21	1,089.36
84	G020121	ACOUNTEMPS	268		REB56981282	-	20539	TEMP M.SOLORIO WE 01/08/21	783.36
85	G020121	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		A1009337.	-	20584	HRA & MEDICAL ADMIN FEES FEB 20	1,537.50
86	G020121	AFLAC	108		103664	-	20540	INS PREMIUM JAN 21	1,164.03
87	G020121	AMAZON CAPITAL SERVICES, INC	4968	20217	1VRP-7TX3-JGXR	-	20541	REIMBURSABLE AUTOMATIC HAND SANITIZERS	909.00
88	G020121	AMAZON CAPITAL SERVICES, INC	4968	20217	1F3K-XJ3D-N7KW	-	20541	REIMBURSABLE AUTOMATIC HAND SANITIZERS	303.00
89	G020121	AMAZON CAPITAL SERVICES, INC	4968		16FW-PLVL-VXC3	-	20541	STORAGE BOXES & ASSORTED SIGN HERE-CITY HALL	146.41
90	G020121	AMAZON CAPITAL SERVICES, INC	4968		1XV9-NL6K-QWK9	-	20541	FM TECH-1X HIGH VISIBILITY SAFETY JACKET	138.82
91	G020121	BANK UP CORPORATION	4259		4422	-	20542	LOCKBOX PROCESSING JAN 21	230.48
92	G020121	BANK UP CORPORATION	4259		4422	-	20542	LOCKBOX PROCESSING JAN 21	460.96
93	G020121	BC LABORATORIES, INC.	63		B404398	-	20543	WTR SAMPLE TEST WELL #7, #11,12 DRNG WTR	457.50
94	G020121	BC LABORATORIES, INC.	63		B404768	-	20543	WTR SAMPLE TEST 1/12/21 BACTERIOLOGICAL	70.00
95	G020121	BC LABORATORIES, INC.	63		B404817	-	20543	WTR SAMPLE TEST 1/13/21 WELL #8,10 BACTERIOLOGICAL	28.00
96	G020121	BC LABORATORIES, INC.	63		B404981	-	20543	WTR SAMPLE TEST 1/14/21 WELL #7,12	28.00
97	G020121	BC LABORATORIES, INC.	63		B404995	-	20543	WW SAMPLE TEST 1/14/21 BACTERIOLOGICAL	150.00
98	G020121	BC LABORATORIES, INC.	63		B405030	-	20543	WW SAMPLE TEST 1/21/21 INFLUENT MONITORING	70.00
99	G020121	BURTON, THOMAS E	5065		4105	-	20566	WATER METER TEST	49.43
100	G020121	CALIFORNIA BUILDING OFFICIALS	2216		13868	-	20544	21/22 MEMBERSHIP DUES M.GLASER	215.00
101	G020121	CENTRAL CITIES PIZZA INC,DOMINO'S PIZZA #7493	3758		12261- 0007008420	-	20545	RFND CREDIT 842 7TH ST	194.17
102	G020121	CENTRAL CITIES PIZZA INC,DOMINO'S PIZZA #7493	3758		12261-0007008421	-	20545	RFND CREDIT 842 7TH ST	31.92
103	G020121	CINTAS CORPORATION NO. 3	4480		4074477202	-	20546	UNIFORM SRVCS 01/29/21	260.72
104	G020121	CITY OF WASCO	1047		16285-1431360	-	20547	RFND CONST. WTR METER DEP	35.00
105	G020121	CITY OF WASCO/PUBLIC TRANSIT	1683		9629	-	20548	CNG FUEL JAN 21- SANITATION	4,374.00
106	G020121	CLARK PEST CONTROL	117		27513685	-	20549	PEST CONTROL 5409 7TH ST FOR JAN 2021	49.00
107	G020121	CORE & MAIN LP	4704		N323747	-	20550	NEW METER FOR CERTIS & REC'D CREDIT INV:N585427	2,184.24
108	G020121	CORE & MAIN LP	4704		N585427	-	20550	CREDIT FROM INV:N323747	(2,202.86)
109	G020121	CORE & MAIN LP	4704		N579176	-	20550	REPLACEMENT REPAIR PARTS FOR INVENTORY	639.22
110	G020121	COUNTRY AUTO & TRUCK, INC.	3008		725191	-	20551	DISPOSAL #21: ALL THE PM SERVICE FILTERS	250.98
111	G020121	COUNTRY AUTO & TRUCK, INC.	3008		725240	-	20551	DISPOSAL #23: 4 HYDRAULIC FITTINGS & ELCTC CONNCT	118.97
112	G020121	COUNTRY AUTO & TRUCK, INC.	3008		725142	-	20551	DISPSOAL #15: 3 HYDRAULIC FITTINGS	60.70
113	G020121	DIAZ, MARISOL	5290		REIMB 1416 5TH ST	-	20552	REIMBURSE FOR CONTRAINERS 1416 5TH ST	80.00
114	G020121	DR*G SERVICES	5229		16285-1431360	-	20553	RFND CONST. WTR METER DEP	965.00
115	G020121	FERGUSON ENTERPRISES INC	1008		1596990	-	20554	REPLACEMENT OF 45 RESIDENTIAL WTR METERS	9,870.89
116	G020121	GENERAL OFFICE MACHINE COMPANY	1195		16655	-	20556	COPIER METER READING 01/03/21-01/25/21	339.31
117	G020121	GONZALEZ, ARNOLD JR	5291		16086-0140022250	-	20557	RFND WTR DEPOSIT 2225 CAMELLIA	161.00
118	G020121	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC.	2651		1381	-	20558	BIOSOLIDS JAN 2021 LOADS	2,693.40
119	G020121	JORGENSEN & CO.	137		5923370	-	20559	GAS MONITOR SENSOR REPAIR	221.96
120	G020121	KERN COUNTY WASTE MANAGEMENT DEPT.	19		LANDFILL FEB 21	-	20560	LANDFILL FOR FEB 21	12,668.58
121	G020121	KERN RIVER POWER EQUIPMENT	3386		113659	-	20561	RESHARPEN HEDGER	143.41
122	G020121	KERN RIVER POWER EQUIPMENT	3386		113667	-	20561	RESHARPEN HEDGER	143.41
123	G020121	KERN RIVER POWER EQUIPMENT	3386		113672	-	20561	RESHARPEN HEDGER	160.82
124	G020121	KERN RIVER POWER EQUIPMENT	3386		113674	-	20561	RESHARPEN HEDGER	161.01
125	G020121	LEAGUE OF CALIFORNIA CITIES	237		7912	-	20562	2021 MEMBERSHIP DUES SAN JOAQUIN VALLEY	198.50
126	G020121	LIEBERT CASSIDY WHITMORE	2269		1513217	-	20563	LEGAL SRVCS DEC 20	429.00
127	G020121	LLANAS PUMPING SERVICE	2907		4276	-	20564	VACUUM TRUCK SERVICE FOR LIFT	1,785.00





# Bill Pay List

	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
128	G020121	MEEKER, LINDSAY	5285		5744	-	20565	AIR COMPRESSOR PUMP	1,910.61
129	G020121	MOISES RAYA	2676		18579	-	20582	STREETS #93: SMOG	51.75
130	G020121	MOISES RAYA	2676		18580	-	20582	SHOP #37: SMOG	60.00
131	G020121	MOISES RAYA	2676		18575	-	20582	D.A.R #60: SMOG	51.75
132	G020121	MOISES RAYA	2676		18576	-	20582	MANAGEMENT #M3: SMOG	51.75
133	G020121	MOISES RAYA	2676		18573	-	20582	CODE #6: SMOG	51.75
134	G020121	MOISES RAYA	2676		18574	-	20582	STREETS #32: SMOG	51.75
135	G020121	MOISES RAYA	2676		18572	-	20582	D.A.R #69: SMOG	51.75
136	G020121	MOISES RAYA	2676		18571	-	20582	WWTR #40: SMOG	51.75
137	G020121	MOISES RAYA	2676		18568	-	20582	WWTR #41: SMOG	51.75
138	G020121	MOISES RAYA	2676		18567	-	20582	WWTR #M1: SMOG	51.75
139	G020121	MOISES RAYA	2676		18569	-	20582	WATER #53: SMOG	51.75
140	G020121	MOISES RAYA	2676		18570	-	20582	STREETS #2: SMOG	51.75
141	G020121	NEW YORK LIFE INSURANCE COMPANY	4733		S10763000 JAN 21	-	20567	INS. PREMIUM JAN 21	612.00
142	G020121	OFFICE DEPOT, INC	33		1.49026E+11	-	20569	1098 A,B,C FORMS-FINANCE	26.06
143	G020121	O'REILLY AUTO ENTERPRISES, LLC	4230		4936-392442	-	20568	MATERIAL: SOLDERING TOOLS	26.28
144	G020121	ORTIZ-HERNANDEZ DANIEL	4878		REIMB 02/21/21	-	20570	SHERIFFS - DISPLAY TV FOR SECURITY CAMERAS	244.14
145	G020121	PETTY CASH/CITY HALL	13		DEC 20-JAN 21	-	20571	12/01/20-01/11/21 PETTY CASH-CITY HALL	272.51
146	G020121	PG & E COMPANY	85		07051823859 01/25/21	-	20572	UB 501 F STREET 01/25/21	640.48
147	G020121	PG & E COMPANY	85		46754368564 01/27/21	-	20572	NE COR CENTRAL AVE & MARGALO ST 01/27/21	213.06
148	G020121	RAY A MORGAN COMPANY	4005		3208341	-	20574	LANSERFICHE LICENSES & SOFTWARE	3,249.13
149	G020121	READYREFRESH BY NESTLE	4027		00L0033487406	-	20573	DRINKING WTR 5409 7TH ST 11/27/20-12/26/20	44.19
150	G020121	READYREFRESH BY NESTLE	4027		01A0033487406	-	20573	DRINKING WTR 5409 7TH ST 12/27/20-01/26/21	10.71
151	G020121	SAFETY-KLEEN SYSTEMS, INC	4768		85292659	-	20575	55 GAL DRUM OF ENGINE OIL GW20 FULL SYNTHETIC	941.08
152	G020121	SANDOVAL INDUSTRIES LLC	1180		96241	-	20576	CNG REPAIR- COPPER TUBE	10.39
153	G020121	SCHROETER, THOMAS F.	2732		44217	-	20577	LEGAL SRVCS JAN 21	9,931.25
154	G020121	THE HOME DEPOT PRO	5006		595849928	-	20580	JANITORIAL SUPPLIES	90.76
155	G020121	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	20228	1972	-	20578	764 H STREET DEMO ADVERTISING	198.00
156	G020121	T-MOBILE	4899		964042089 JAN 21	-	20579	CELL PHONES 12/21/20-01/20/21	745.19
157	G020121	TRADICIONES MARKETS, INC	5259		437 JAN 21	-	20555	JAN 2021 437 UB PAYMENTS TRANS	78.66
158	G020121	UNIVAR USA INC	111		48920054	-	20581	LIQUID CHLORINE WELL #10: IRIS 7 GRIFFITH	527.86
159	G020121	UNIVAR USA INC	111		48920055	-	20581	LIQUID CHLORINE WELL #8: POSO DRIVE	306.72
160	G020121	WELLS FARGO FINANCIAL LEASING	4372		063-013804-000	-	20583	COPIER LEASE BUY OUT	1,056.09
161	G020121 Total								65,612.62
162								GRAND TOTAL	\$ 1,140,143.89



## STAFF REPORT

### CITY OF WASCO

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager  
Isarel Perez-Hernandez, Finance Director

**DATE:** February 16, 2021

**SUBJECT:** Receive and File the Investment Report for the month ended January 31, 2021.

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**Recommendation:**

Staff recommends the City Council receive and file the Investment Report for the month ended January 31, 2021.

**Background:**

This report is prepared and presented to the City Manager and City Council pursuant to the City's Investment Policy and the California Government Code requirements. The City's investment policy requires the Treasurer or Chief Fiscal Officer to render monthly investment reports to the City Manager and the City Council. It requires certain information about the City's investments to be presented in the report and that the report contains statements that:

- 1) The City is in compliance with its investment policy; and
- 2) The City is able to meet its expenditure requirements for the following six (6) months or provide an explanation why sufficient funds will or may not be available.

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

- 1) Safety;
- 2) Liquidity; and
- 3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations, rather than attempting to maximize returns by making riskier investments.

The Finance Department has prepared the Investment Report for the month ended January 31, 2021. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

**Discussion:**

The market value of the City's total cash and Investments on January 31, 2021, is \$45,066,461 compared to \$44,811,733 on December 31, 2020. This is a \$254,728 increase from the previous month (\$227,032 increase on the cost basis).

The \$6,807,104 decrease in cash on hand from December to January was primarily due to a cash transfer of \$7,000,000 from the Money Market Accounts and into the Local Agency Investment Fund (LAIF) and a sales tax deposit received. The slight increase in investments is primarily due to the Local Agency Investment Fund (LAIF) and interest income received from the Union Bank Money Market Account.

As of January 31, 2021, the City has \$33.6 million (74.56%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.63 % during the quarter (ended December 31, 2020). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.1 million (13.71 %) of the City's Cash and Investment Portfolio. The City also has \$3.1 million (6.91 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 0.08 % is the average earned by a 3-month Treasury Bill during the month ended December 31, 2020, and the long and medium-term benchmark of 0.17 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended January 31, 2021, was 0.10%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

**Fiscal Impact:**

There is no fiscal impact to this action

**Attachments:**

1. Investment Report for the month ended January 31, 2021.



Investment Report  
Sunday, January 31, 2021

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
<b>Investments</b>							
<b>Local Agency Investment Fund (LAIF) - Beginning</b>	0.63%	0.08%	26,437,134	26,601,404			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo & Mission Bank			7,000,000	7,000,000			
<b>Local Agency Investment Fund (LAIF) - Total</b>			33,437,134	33,601,404	7	74.56 %	0.01
<b>Other Cash Pools:</b>							
CSJVRMA Investment Pool	1.54%	0.08%	1,249,519	1,292,682	7	2.87 %	0.00
Cal Trust Short Term Money Market Fund	0.38%	0.08%	1,588,296	1,599,877	1	3.55 %	0.08
Cal Trust Medium Term Money Market Fund	0.60%	0.17%	3,217,575	3,287,696	3	7.30 %	0.00
<b>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</b>							
Certificates of Deposit	1.57%	0.17%	3,000,000	3,096,965	5,404	6.87 %	0.08
Money Market Funds (January 31, 2021 )	0.01%	0.08%	18,193	18,193	1	0.04 %	0.00
<b>Investments current month (January 31, 2021)</b>			42,510,718	42,896,818			0.08
<b>Investments previous month (December 31, 2020)</b>			35,476,581	35,834,985			
<b>Total Investments - Increase(Decrease)</b>			7,034,137	7,061,833			
Less New Cash Investment			(7,000,000)	(7,000,000)			
<b>Net Investment Increase(Decrease) (January 31, 2021)</b>			34,137	61,833			
<b>Cash on Hand (January 31, 2021)</b>							
Cash on Hand (January 31, 2021)			2,169,644	2,169,644	1	5.06 %	0.00
<b>Cash on Hand (December 30, 2020)</b>			8,976,748	8,976,748	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(6,807,104)	(6,807,104)			
<b>Total Cash and Investments (January 31, 2021)</b>			44,680,361	45,066,461			
<b>Total Cash and Investments previous month (December 31, 2021)</b>			44,453,329	44,811,733			

(i) The City's Portfolio of Investments comply with the City's Investment Policy.

(ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .10%

(\*) May include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services  
January 31, 2021

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value <sup>(1)</sup>	Days	% of Portfolio	WAM <sup>(2)</sup>
CERTIFICATES OF DEPOSIT									
PRIVATEBANK &TC CHICAGO ILL		74267GVM6	1.500 %	8/30/2021	250,000	252,085	211	0.56 %	0.00
WELLS FARGO BANK NATL ASSN		949763AM8	1.600 %	8/31/2021	250,000	252,308	212	0.56 %	0.00
ALLY BANK MIDVALE UTAH		02007GEY5	3.000 %	9/13/2021	250,000	254,593	225	0.56 %	0.00
SALLIE MAE BK SLT LAKE CITY UT		795450W35	3.000 %	9/13/2021	250,000	254,593	225	0.56 %	0.00
CROSSFIRST BK LEAWOOD KS		2276ABQ7	1.850 %	9/22/2021	250,000	252,950	234	0.56 %	0.00
STEARNS BK NA ST CLOUD MN		857894UM9	1.950 %	9/29/2021	250,000	253,220	241	0.56 %	0.00
FIRST PREMIER BK SIOUX FALLS		33610RRG0	1.950 %	10/5/2021	250,000	253,270	247	0.56 %	0.00
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	262,173	598	0.56 %	0.01
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	260,010	612	0.56 %	0.01
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	260,575	680	0.56 %	0.01
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	270,550	956	0.56 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	270,640	963	0.56 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					3,000,000	3,096,965	5,404	6.87 %	0.08
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	2/1/2021	18,193	18,193	1	0.04 %	0.00
Total Held by Unionbanc Investment Services					3,018,193	3,115,158	5,405	6.91 %	0.08

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity

6033 West Century Boulevard, 5<sup>th</sup> Floor  
Los Angeles, California 90045  
T: (310) 981-2000 F: (310) 337-0560

January 11, 2021

Daniel Ortiz Hernandez  
City Manager  
City of Wasco  
746 8th Street  
Wasco, CA 93280

Re: *Central Valley Employment Relations Consortium*

Dear Mr. Ortiz Hernandez:

Thank you for joining Liebert Cassidy Whitmore's Central Valley's Employment Relations Consortium. We are excited to work with you and look forward to providing you with group training, our monthly Client Update, and telephone consultation.

We are enclosing an Agreement for Special Services along with an invoice for payment. Kindly sign and return a copy of the Agreement (either via email or surface mail) along with payment to our Los Angeles office:

Liebert Cassidy Whitmore  
6033 W. Century Blvd., 5<sup>th</sup> Floor  
Los Angeles, CA 90045  
[info@lcwlegal.com](mailto:info@lcwlegal.com)

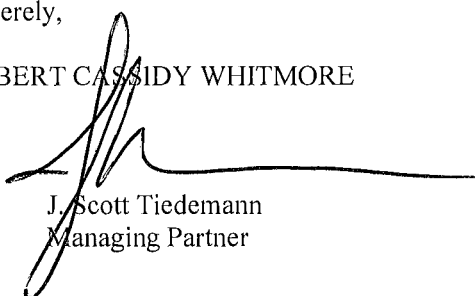
Some members have requested information regarding our customized training. We provide training outside of the consortium on a variety of topics, all of which can be customized to include your policies and procedures. The rates vary depending on the presenter. We are willing to provide this customized training for an individual agency or a group of agencies so that the rate can be pro-rated.

If you have any questions about this program or our services, do not hesitate to contact Cynthia Weldon at (310) 981-2055 or [cweldon@lcwlegal.com](mailto:cweldon@lcwlegal.com).

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:

  
J. Scott Tiedemann  
Managing Partner

Enclosures

### **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the City of Wasco, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than forty-three (43) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

#### **Attorney's Services:**

During the period of January 5, 2021 through June 30, 2021, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Three (3) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

#### **Fee:**

Attorney will provide these special services to Agency for a fee of Seven Hundred Seventy Two Dollars and Fifty Cents (\$ 772.50) payable in one payment prior to March 1, 2021. The fee, if paid after March 1, 2021 will be \$ 872.50.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Ninety Dollars (\$210.00 - \$390.00) per hour for attorney staff, Two Hundred Forty Dollars (\$240.00) per hour for Labor Relations/HR Consultant and from One Hundred Thirty-Five to One Hundred Seventy-Five Dollars (\$135.00 - \$175.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

**Term:**

The term of this Agreement is for the period from January 5, 2021 through June 30, 2021. The term may be extended for additional periods of time by the written consent of the parties.

**LIEBERT CASSIDY WHITMORE**

A Professional Corporation

By: \_\_\_\_\_

J. Scott Tiedemann / Managing Partner

Date: \_\_\_\_\_

1/30/2021

**CITY OF WASCO**

A Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# INVOICE

January 7, 2021

*Daniel Ortiz Hernandez  
City Manager  
City of Wasco  
746 8th Street  
Wasco, CA 93280*

(WA090-10000)

**INVOICE NUMBER: 1511822**

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**CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM**

***Membership: 01/05/2021 through 06/30/2021***

***Please make your check out for the following amount:***

<b>ERC Membership</b>	<b>\$ 772.50</b>	
-----------------------	------------------	--

***Note: Please send us a copy of this invoice along with your payment.***

***For more information about the Liebert Library, please visit [www.liebertlibrary.com](http://www.liebertlibrary.com), or  
email [library@lcwlegal.com](mailto:library@lcwlegal.com).***

***If ERC Membership paid after March 1, 2021 amount due is \$ 872.50  
(Includes \$100.00 late fee)***



## STAFF REPORT

### CITY OF WASCO

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager

**DATE:** February 16, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager or City Manager's designee to Enter into a Special Services Agreement with Liebert Cassidy Whitmore for Participation in their Central Valley's Employment Relations Consortium.

---

#### **Recommendation:**

Staff recommends adopting a Resolution authorizing the City Manager or City Manager's designee to Enter into a Special Services Agreement with Liebert Cassidy Whitmore for participation in their Central Valley's Employment Relations Consortium.

#### **Discussion:**

Liebert Cassidy Whitmore (LCW) represents public sector agencies in the areas of employment law and labor relations. LCW created the Employer Relations Consortium (ERC), an ERC is a number of local agencies within a geographic area join together for the purpose of securing quality employment relation training, consultation, and information services on an economic basis. The City will benefit from training workshops, monthly newsletters, and complimentary telephone consultation. Training workshops offer a variety of preventative training workshops to California's public employers ranging from topics such as Supervision and Performance Management, Risk Management, Promoting Respectful Workplaces, Employment Law, Labor Relations, Employee Disability and Injuries, and Expectations and Ethics in Public Service. Workshops are conducted at, or near, one of the member agencies. Due to the current social distancing situation, workshops are held as webinars, and attendees receive comprehensive reference material. Workshop leaders are attorneys who are accomplished trainers and experienced in the subjects of their presentations. In addition to the monthly newsletters and training workshops, ERC members are entitled to telephone consultation with attorneys in matters relating to employment and labor law questions.

#### **Fiscal Impact:**

Fiscal impact is equivalent to seven hundred seventy-two dollars and fifty cents if fees are paid prior to March 1<sup>st</sup>, 2021; after March 1<sup>st</sup>, fees will be eight hundred seventy-two dollars and fifty cents.

**Attachments:**

1. Resolution
2. Liebert Cassidy Whitmore's Central Valley

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ENTER INTO A SPECIAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR PARTICIPATION IN THEIR CENTRAL VALLEY'S EMPLOYMENT RELATIONS CONSORTIUM**

**WHEREAS**, the City Council Approval of a Resolution to Authorizing the City Manager or City Manager's designee to enter into a special services agreement with Liebert Cassidy Whitmore for participation in their Central Valley's Employment Relations Consortium; and

**WHEREAS**, Liebert Cassidy Whitmore will be providing training workshops, monthly newsletters, and telephone consultations.

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

**SECTION 1:** The City Council hereby approves the proposed special services agreement for Central Valley's Employment Relations Consortium Agreements between Liebert Cassidy Whitmore and the City of Wasco

**SECTION 2:** Authorizes the City Manager or City Manager's designee to endorse the agreement.

-o0o-

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021-\_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 16, 2021, by the following vote:

COUNCIL MEMBERS:  
AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

**ALEXANDRO GARCIA**  
**MAYOR** of the City of Wasco

**Attest:** \_\_\_\_\_

---

**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE FIRST AMENDMENT TO AGREEMENT NO. 2020-006 WITH KERN PLUMBING AND BACKFLOW SERVICES, INC.**

**WHEREAS**, the City wishes to contract with Kern Plumbing and Backflow Services, Inc. to operate the Cross-Connection Control Program for the City; and

**WHEREAS**, the services provided are described in the agreement, attached as Exhibit "A"; and

**WHEREAS**, said Agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and,

**WHEREAS**, Kern Plumbing and Backflow Services, Inc. and the City each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

**WHEREAS**, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and,

**WHEREAS**, Kern Plumbing and Backflow Services, Inc. shall maintain all worker's compensation insurance where and in the amounts required by law and comprehensive general public liability insurance as outlined in the agreement.

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

**SECTION 1:** Approves the first amendment to agreement number 2020-006 with Kern Plumbing and Backflow Services, Inc.

**SECTION 2:** Authorizes the City Manager to endorse the agreement.

-----oOo-----

**I HEREBY CERTIFY** that the foregoing Resolution No. 2021 - \_\_\_\_\_ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on February 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
**ALEXANDRO GARCIA**  
**MAYOR** of the City of Wasco

Attest: \_\_\_\_\_

\_\_\_\_\_  
**MARIA O. MARTINEZ**  
**CITY CLERK** and Ex Officio Clerk of  
the Council of the City of Wasco



## STAFF REPORT

### CITY OF WASCO

**TO:** Honorable Mayor and Council Members

**FROM:** Daniel Ortiz-Hernandez, City Manager  
Biridiana Bishop, Public Works Director

**DATE:** February 16, 2021

**SUBJECT:** Adopt a Resolution Authorizing the City Manager to Execute and Endorse the First Amendment to Agreement with Kern Plumbing & Backflow Services, Inc. to Continue Operating the Cross-Connection Control Program in an Amount not to Exceed \$6,000 per year for two years with an end total of \$12,000.

---

#### **Recommendation:**

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute and endorse an agreement to continue services with Kern Plumbing & Backflow Services, Inc. to operate the Cross-Connection Control Program in an Amount not to Exceed \$6,000 per year for two years with an end total of \$12,000.

#### **Discussion:**

Title 17, Section 7584 of the California Code of Regulations, requires each public water system to have a cross-connection control program. The purpose of the cross-connection control program is to reduce the hazard of contamination of the public water system by identifying actual and potential cross-connections and taking action to protect the system from these hazards. A cross-connection is an actual and potential unprotected connection between a potable water system and any source or system containing unapproved water or a substance which is not safe.

The City previously contracted with Kern County Department of Public Health Services to implement a cross-connection control program. The County terminated the cross-connection control program services at the end of 2019 due to the retirement of their specialist.

The program requires that a certified backflow tester administer the cross-connection control program. None of the existing staff is certified to administer the program. In December 2019, staff contacted several certified backflow organizations, and only Kern Plumbing & Backflow Services, Inc. provided a proposal. The City entered into a one-year contract with Kern Plumbing & Backflow Services,

Inc. to operate the Cross-Connection Control Program for the City in an Amount not to Exceed \$5,800. Staff has been satisfied with the services provided by the organization.

Kern Plumbing & Backflow Services, Inc. has notified the staff that the cost will be going up by \$200 a year due to the time spent correcting customer's changes in billing addresses and backflow testers not filling the paperwork out correctly.

The cost for Kern Plumbing & Backflow Services, Inc. to operate the City's Back Flow Program will cost \$6,000 a year and \$12,000 for two years.

Staff recommends the City approve amendment number one to the original agreement to enter into a two-year contract with Kern Plumbing & Backflow Services, Inc. to continue operating the Cross-Connection Control Program in an amount not to Exceed \$12,000 for two years. The agreement has an option to extend for an additional year.

**Fiscal Impact:**

The City paid Kern Plumbing & Backflow Services, Inc. \$5,800 for the administration of the cross-connection control program for the 2020 year. The financial impact is an approximate increase of \$200 per year for a total increase of \$400 over a two year period.

**Attachments:**

1. Resolution
2. Amendment No. 1 to Agreement 2020-006
3. Agreement No. 2020-006



## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** (the "Amendment") made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WASCO ("City") and KERN PLUMBING & BACKFLOW SERVICES INC, a California Corporation (the "Consultant"),

### **W I T N E S S E T H:**

WHEREAS, City entered into that certain Agreement with Consultant dated \_\_\_\_, 2020 to operate the Cross Connection Control Program for the City and for other related services (the "Agreement"); and

WHEREAS, the Agreement is expiring and City and Consultant wish to extend it subject to the terms and conditions described hereinafter.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.

2. The parties hereby amend paragraph 3 of the Agreement to replace the Fee of \$5,800.00 with \$6,000.00 per year and \$6,000.00 per year shall constitute the Fee under the Agreement.

3. The parties hereby replace paragraph 4 of the Agreement with the following:

“Unless earlier terminated as hereinafter described, the term of this Agreement shall be for twenty-four months from the date hereof (the “Term”), provided, however, that City shall have the option to extend the Term for an additional one year under the same terms and conditions as described herein upon written notice to consultant prior to expiration of the Term.”

4. Except as amended herein, the Agreement and each of its terms and conditions are hereby reaffirmed. In the event of any inconsistency or ambiguity between the Agreement and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts. A facsimile or electronic copy of this Amendment shall be as effective as the original for all purposes.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date first hereinabove written.

\_\_\_\_\_  
DANIEL ORTIZ-HERNANDEZ,  
City Manager, City of Wasco, California,  
“City”

KERN PLUMBING & BACKFLOW  
SERVICES INC., a California  
Corporation, “Consultant”

By:\_\_\_\_\_  
MONTE RAINES, Owner



2020-006

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 04 day of February, 2020, by and between the CITY OF WASCO ("City") and KERN PLUMBING & BACKFLOW SERVICES INC, a California Corporation (the "Consultant"),

WITNESSETH:

WHEREAS, City wishes to contract with Consultant to operate the Cross Connection Control Program for the City and such other related services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services.
3. City shall pay Consultant \$5,800.00 (the "Fee") upon City's execution of this Agreement as payment in full for performance of the Services for the Term described in paragraph 4 of this Agreement. There shall be no other charges payable by the City.
4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for one year from the date hereof provided, however, that City shall have the option to extend the Term for an additional one year under the same terms and conditions as described herein upon written notice to Consultant prior to expiration of the Term.
5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with any act or omission by or on behalf of Consultant.
6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement



comprehensive general liability insurance coverage, in an amount of \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event Consultant shall be entitled to a pro rata share of the Fee and Consultant shall return that portion of the Fee equal to the percentage of the Term still remaining after the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as follows: If to City, City Manager, 746 8<sup>th</sup> Street, Wasco, California 93280, Fax — (661) 758-7239, Email: [daortiz@ci.wasco.ca.us](mailto:daortiz@ci.wasco.ca.us), or if to Consultant, [sales@kernpbs.com](mailto:sales@kernpbs.com), Kern Plumbing & Backflow Services Inc., 9530 Hageman Road, Suite B-140, Bakersfield, California 93312, Fax — ~~(661) 587-0695~~, Email: [sales@kernpbs.com](mailto:sales@kernpbs.com). Any party may change its address by giving notice to the other party in the manner herein described.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.



14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20. All reports, information, data and exhibits drafted or provided by Consultant and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

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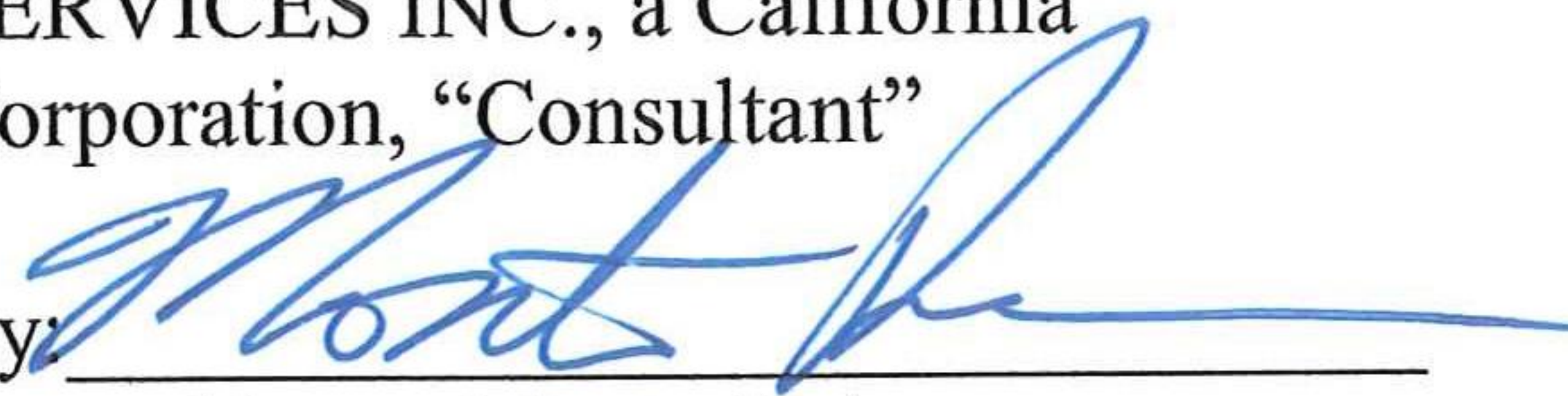
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

  
\_\_\_\_\_  
TEOFILO CORTEZ, JR., Mayor, City of  
Wasco, California, "City"

KERN PLUMBING & BACKFLOW  
SERVICES INC., a California  
Corporation, "Consultant"

By:   
\_\_\_\_\_  
Name: Monte Raines  
Its: Owner